

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

<b>CHAPTER 7</b>	
In re:	Case No.. 17-44665-ess
Van Doug Walker,	Adv. Pro. No.
Debtor.	
Van Doug Walker,	
Plaintiff	
V.	
Selene Finance LP, as Attorney in Fact for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Premium Mortgage Acquisition Trust,	
Defendants	

**COMPLAINT FOR THE EXTENSION OF THE AUTOMATIC STAY TO DEBTOR ,  
OR IN THE ALTERNATIVE, FOR INJUNCTIVE RELIEF**

Plaintiffs-Debtor Van Doug Walker (“Plaintiff” or “Debtor”), Self-Represented, for his complaint against the Defendants, alleges and states as follows:

**NATURE OF THE ACTION**

1. The Debtor filed a voluntary petition pursuant to Chapter 11 of the United States Bankruptcy Code on September 8, 2017. An order converting the case to a case under Chapter 7 was entered on December 14, 2018.
2. The terms and conditions of the Note and Mortgage at issue here were later amended pursuant to the Loan Modification Agreement (“Agreement”) made August 29, 2019.

3. The Debtor commences this adversary proceeding to extend the automatic stay and prevent Defendants from enforcing its purported security interest in the collateral resulting from Debtor's default of the Loan Modification Agreement or be provided with adequate protection to prevent Debtor from suffering irreparable injury, loss, and damage.

4. The stay sought herein would cover any litigation or arbitration arising out of actions taken by the Defendants to enforce a lien and foreclose in New York State Supreme Court on the property located at 545 Halsey Street, Brooklyn, N.Y. 11233, the Debtor's primary residence. As alleged further herein, the Defendants have no standing to pursue such an action in light of the fact that at the time Defendants entered into the Loan Modification Agreement with the Debtor on August 29, 2019, they had never acquired physical possession of Debtor's original 2007 Promissory Note or legitimate title to Debtor's 2007 Mortgage. As a result, Defendants would be unable to produce the original Promissory Note and related endorsements required by New York Civil Practice Laws and Rules Section 4539.

5. Accordingly the Debtor seeks an order pursuant to section 105(a) of the Bankruptcy Code extending the automatic stay, declaratory relief pursuant to section 362(a)(4) of the Bankruptcy Code, and/or granting an injunction prohibiting Defendants from filing any Actions while this case remain pending.

#### **JURISDICTION AND VENUE**

6. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157(a) and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). Venue is proper in this district pursuant to 28 U.S.C. §1409.

#### **PARTIES**

7. Plaintiff Van Doug Walker is the Debtor in the above captioned case.

8. Defendant Selene Finance LP is the Attorney In Fact for Wilmington Savings Fund Society, FSB, d/b/a Christina Trust, Not Individually But as Trustee for Premium Mortgage Acquisition Trust.

**BACKGROUND AND GENERAL ALLEGATIONS**

9. In November 2007, Debtor mortgaged title for the Subject Property to JP Morgan Chase to secure its interest in a \$612,000.00 Promissory Note. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, and corresponding Exhibits-A,B,C,D,E.)

10. No copy of the Debtor's Note was ever scanned into the Minutes of the Kings County Clerk ((See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, and corresponding Exhibit B) in the foreclosure proceedings that Chase file against the Debtor in 2011. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, and corresponding Exhibits A-E.)

11. In January 2014, four years after Chase filed its foreclosure proceedings against the Debtor, Angela Bowden, signing as an officer of Chase, assigned title to Debtor's 2007 Mortgage the Christiana Trust. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, and corresponding Exhibits B,F.)

12. The "Acknowledgment" of that Assignment specifically states that Bowden signed the instrument in the "County of Ouchita" in the State of Louisiana. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 13.)

13. No "counties" exist in the State of Louisiana. The state is unique in the United States, in that it divides itself into "Parishes" rather than "Counties." (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 14.)

14. No one residing or working in Louisiana, would sign a title instrument in a “County” or acknowledge their instrument to a Notary Public licensed in a “County” for the simple reason that no counties exist in Louisiana in the first place. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 15.)

15. For these reasons, the “Bowden” Assignment is a title nullity on its face because it could not possibly have been signed by a real Chase employee working in the real state of Louisiana. If it had been signed by one, she would have altered the words “County of Ouchita” to read “Parish of Ouchita,” or the witnessing Notary Public would have made the alteration for Bowden. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 16., and associated Exhibits E-F)

16. For the identical set of reasons, there is no basis for presuming- from the existence of an Assignment executed in a non-existent Louisiana “County”- the Assignment documents or could possibly have documented the physical delivery of Debtor’s original 2007 Promissory Note by Chase to anyone at all in the year 2014. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 17., and associated Exhibits A-F)

17. In 2015, Debtor and his then Attorney Mr. Wharton examined the purported original Note in Defendant’s possession at their offices in upstate New York. As a result of that examination both the Debtor and his attorney concluded that the Note in possession of the Defendant did not appear to be the original note. Subsequently in August 2019 debtor and defendant entered into a loan modification agreement, and New York State Supreme Court issued an Order Discontinuing Action and Canceling LIS Pendens filed on January 16, 2020. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 11., and associated Exhibits A-E)

18. In 2017 Natasha Gutwillig, signing as an “Assignments Manager” of the Christiana Trust, assigned title of Debtor’s Mortgage to Normandy Mortgage Depositor Co., LLC. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 18., and associated Exhibit-G)

19. Ms. Gutwillig referred to a Power of Attorney (“POA”) recorded on ACRIS as proof of her signing authority. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 19., and associated Exhibits G-H.)

20. The foregoing POA identified Defendant Selene as an agent for Gutwillig’s Assignor, the Trust, but did not identify Defendant Selene as an agent for Gutwillig’s Assignee, Normandy. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 20., and associated Exhibits G-H.)

21. Nothing on the face of the POA, or on the face of the Gutwillig Assignment, cured the non-existence of a Louisiana “county” on the prior (Bowden) Assignment to the Wilmington Fund. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 21., and associated Exhibits F-H.)

22. Consequently, nothing in the POA or the Assignment proved, or could prove, transfer of title of Debtor’s 2007 original Note by Chase to either the Trust, Normandy, or Defendant Selene as the Trust’s agent at any time during 2014-2017. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 22., and associated Exhibits E-H.)

23. For these reasons the Gutwillig Assignment, despite Gutwillig’s documentation of her signing authority, in no respect documents anything beyond a break or an apparent break

in the chain of title to Debtor's 2007 loan and lien. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 23., and associated Exhibits E-H.)

24. In November 2017, Monica Hargett-identifying herself as an "Authorized Signatory" for Normandy- assigned title of Debtor's Mortgage to the Wilmington Savings Fund. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 24., and associated Exhibit-I)

25. Hargett did not identify herself as an employee of Normandy. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 25., and associated Exhibit-I)

26. Hargett did not identify herself (as Gutwillig did previously in 2017) as an employee of an agent of or attorney-in-fact for Normandy. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 26., and associated Exhibits G, I)

27. Hargett did not identify her employer at all, and she did not assert that any business entity identified by her as her employer was an "agent" or an "attorney-in-fact" for Normandy. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 27., and associated Exhibit-I)

28. Hargett did make references to Gutwillig's Assignment and to the recorded POA permitting Gutwillig to execute the Assignment. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 28., and associated Exhibits G-J)

29. None of those references, however, proved anything beyond the existence of Gutwillig's documented signing authority at the time she executed the prior Assignment to Normandy. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 29., and associated Exhibits G-J)

30. It is a strict rule of good and accepted New York title practice that no signing agent can prove “agency” simply by asserting that it exists. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 30., and associated Exhibits G,H,L)

31. If someone has been authorized to act as a signing agent for a principal, he or she is either required to prove agency by simultaneously recording proof of agency (POA), attaching proof of agency, or by providing a book and page number for recorded proof of agency in another country or (for Louisiana) in another parish. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 31., and associated Exhibits A, H-I)

32. Hargett opted for “None of the Above” as proof of agency, with the consequence that her Assignment to the Fund is nothing more than a second, documented or apparent title nullity on its face in the title history. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 32., and associated Exhibits A, E-I)

33. In 2018 Celeste Harkins, signing as an “Authorized Signatory” for the Fund, assigned the Debtor’s Mortgage back to Normandy Mortgage. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 33., and associated Exhibit-J)

34. Harkins stated on the face of her Assignment, that she was recording a POA to prove her signing authority, but no POA is recorded on ACRIS. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 34., and associated Exhibits A-J)

35. Consequently, the Harkins Assignment is a title nullity for the same reason the Hargett Assignment is a title nullity before it, no proof that either signor was authorized by anyone to execute either instrument. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 35., and associated Exhibits I-J)

36. At the end of December 2018 Harkins again evoking her non-existent POA signing “authority” -flipped title of Debtor’s Mortgage from Normandy back to the Fund. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 36., and associated Exhibit-K)

37. In 2019, Debtor and employees of Defendant Selene Finance signed a Modification Agreement (CEMA) addressing the terms of Debtor’s 2—7 Promissory Note and Mortgage. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 37., and associated Exhibits A-E, CEMA at L)

38. Because Harkins cited no recorded signing authority for her prior transfer of title for Debtor’s lien back to Selene, there is no proof on the public record that the Fund (as Selene’s principal) held legitimate title to either Debtor’s Mortgage, or the original Note secured by it on the day of Debtor’s 2019 “modification” of terms. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 38, and associated Exhibits A,E,K,L)

39. In 2020, signing as an “Authorized Signatory” for the Fund, Matthew Mustich assigned title of Debtor’s modified Mortgage from the Fund as Trustee for “Aero Mortgage” to the Fund as Trustee for the “NNPL Trust.” (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 39, and associated Exhibit-M)

40. Mustich identified ACRIS Document No. 2020000099454 as the POA proving his signing authority. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 40, and associated Exhibit-M.)

41. Mustich’s POA identifies Mustich’s employer, Pallisades Investment, as the “Aero Mortgage” Trust’s agent, appointed in September 2018. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 41, and associated Exhibit-N.)

42. In 2021, Lisa Harris, signing as officer of Meridian Asset Services and identifying Meridian as an “attorney-in-fact” for the Fund, assigned title of Debtor’s Mortgage to U.S. Bank. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 42, and associated Exhibit-O.)

43. Harris, like Mustich before her, referred to a recorded POA as proof of her signing authority. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 43, and associated Exhibits M-P)

44. Mustich’s and Harris’ careful compliance with the title industry standards requiring agents to provide written proof of agency highlights the prior failures of Hargett and Harkins to comply with those standards. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 44, and associated Exhibits I-J, M-P)

45. Those prior failures, like Bowden’s execution of the first Assignment in this history in a non-existent Louisiana county, prove either the existence of two subsequent documented breaks in the chain of title to Debtor’s Mortgage, or two apparent breaks in the chain of title to same. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 45, and associated Exhibits E-P)

46. Three documented or apparent breaks in the chain of title to a lien are not, in good or accepted New York title practice, proof that any of the Assignees named on the occasions(s) of any of the three breaks ever took title by Endorsement to or acquired physical possession of Debtor’s original 2007 Promissory Note. (See attached hereto Exhibit-1, Metro Title Consultants Report of Chuck Noell, History ¶ 46, and associated Exhibits A-P)

## **REQUESTED RELIEF**

47. By filing this Complaint, the Debtor seeks to extend the automatic stay and prevent Defendants from enforcing its purported security interest in the collateral resulting from Debtor's default of the Loan Modification Agreement or be provided with adequate protection to prevent Debtor from suffering irreparable injury, loss, and damage. Specifically, Debtor seeks:

(i) a declaration pursuant to section 362(a)(4) of the Bankruptcy Code that, while this Adversary Proceeding any act on the part of Defendants to create, perfect, or enforce any lien against property of the estate constitutes a violation of the automatic stay, or in the alternative, (ii) an order pursuant to section 105(a) of the Bankruptcy Code extending the automatic stay and/or granting an injunction prohibiting Defendants from filing any Actions in any Court while this case remains pending. Such relief is necessary to preserve the Debtor's prospects of successfully concluding his bankruptcy, protect the integrity of the automatic stay, and prevent prejudice to the Debtor's estate.

### **Count I: Declaratory Relief Pursuant to Section 362 of the Bankruptcy Code**

48. The Debtor repeats and realleges paragraphs 1 through 47 as if fully set forth herein.

49. The Debtor seek an order extending the automatic stay with respect to the Actions under section 362(a)(4) of the Bankruptcy Code.

50. Section 362(a)(4) operates to stay actions against a debtor as to any act to create, perfect, or enforce any lien against property of the estate.

51. Extension of the automatic stay is warranted because, as previously alleged herein, the issue as to Defendants standing to pursue such an action remains unresolved in light of the fact that at the time Defendants entered into the Loan Modification Agreement with the

Debtor on August 29, 2019, they had never acquired physical possession of Debtor's original 2007 Promissory Note or legitimate title to Debtor's 2007 Mortgage. As a result, Defendants would be unable to produce the original Promissory Note and related endorsements required by New York Civil Practice Laws and Rules Section 4539, if allowed to pursue their lien in New York State Supreme Court.

52. Based on the foregoing, the Debtor seeks a declaratory judgment extending the stay under sections 362(a)(4) of the Bankruptcy Code to prevent Defendants from filing any Action in any Court against the Debtor pending the resolution of this case.

**Count II: Injunctive Relief Pursuant to Section 105 of the Bankruptcy Code**

53. Paragraphs 1 through 52 are incorporated herein as though restated in full.

54. Pursuant to section 105(a) of the Bankruptcy Code, the Debtors seek an extension of the automatic stay and/or granting an injunction prohibiting Defendants from filing any Actions in any Court while this case remains pending.

55. Section 105(a) authorizes the Court to issue any orders that will further the purposes and goals of the Bankruptcy Code, assist in the orderly and effective administration of the Cases, aid in the preservation of the assets of the Debtors' estates, and aid in the promulgation and confirmation of a chapter 11 plan that maximizes value for all stakeholders.

56. The issuance of an injunction is appropriate to prohibit Defendants from prosecuting any Actions against the Debtor while this case remain pending and is necessary to . preserve the Debtor's prospects of successfully concluding his bankruptcy, protect the integrity of the automatic stay, and prevent prejudice to the Debtor's estate.

57. In light of the allegations contained herein, the likelihood of irreparable harm to the Debtors in the absence of injunctive relief far outweighs any harm that Defendants could suffer due to an injunction until after this case is resolved.

58. The injunctive relief requested herein will serve the public interest by promoting compliance with the congressional purposes underlying the automatic stay and encouraging a successful outcome in these Cases.

59. As an injunction barring Defendants from pursuing any Actions against the Debtor while this case remains pending is appropriate and necessary for the orderly and effective administration of Debtor's estate, good cause exists for the entry of injunctive relief pursuant to section 105(a) of the Bankruptcy Code.

60. Based on the foregoing, pursuant to section 105(a) of the Bankruptcy Code, the Debtor seeks an extension of the automatic stay and/or an injunction prohibiting the Defendants from bringing any Actions against the Debtor in any Court pending the resolution of this case.

**WHEREFORE, Debtor respectfully requests relief as follows:**

a. The entry of a declaratory judgment that, while this case remains pending and the issue as to Defendants standing remains unresolved, filing any Actions against the Debtor in any Court would constitute a violation of the automatic stay imposed by sections 362(a)(4) of the Bankruptcy Code;

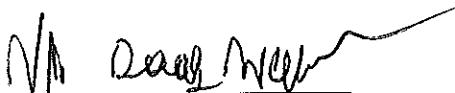
or

b. The entry of an order pursuant to section 105(a) of the Bankruptcy Code extending the automatic stay and/or granting an injunction prohibiting the Defendants from bringing any Actions against the Debtor in any Court while this case remains pending;

and

c. Such other and further relief as this Court deems just and equitable.

Dated: January 23, 2022  
Brooklyn, New

  
VAN DOUG WALKER  
545 Halsey Street  
Brooklyn, N.Y. 11233  
Telephone: (347) 517-5822  
Email: [vdoug.walker@gmail.com](mailto:vdoug.walker@gmail.com)

## **EXHIBIT-1**

**Metro Title Consultants**  
*(Forensic Investigators)*  
**495 Henry St.**  
**PMB 157**  
**Brooklyn, NY 11231**  
**917 680 6712**  
**kcnwriter@aol.com**

Chuck Noell  
Nancy Lipner

Nov. 16, 2021

Van Walker  
545 Halsey St.  
Brooklyn, NY 11233

Re.: Loan & Lien History  
(B. 1661 L. 72)

Dear Mr. Walker:

Pursuant to our recent conversation, the following is my updated title review of the property and litigation histories for your home at 545 Halsey St.

You previously asked me to review those histories for you six years ago in 2015. At that time I visited the offices of the Kings County Clerk, read the foreclosure history (Exhibit "B") for your home and reported to you that no copy of your Promissory Note was available for review.

You have asked me to presume, for the purpose of this review, that – following my 2015 review and in the company of your then-Attorney, Frank Wharton, you examined a copy of your Promissory Note before (at Exhibit "C") the Plaintiff discontinued the foreclosure proceeding against you. You have told me that both of you concluded the Plaintiff did not own your original Note. (See, Exhibits "A" – "C.")

With that presumption in mind, my review shows the following:

### **History**

1. In Nov., 2007 you mortgaged title for this property to JPMorgan Chase to secure its interest in a \$612,000 Promissory Note. (See, ACRIS History at Exhibit "A," Foreclosure History at Exhibit "B," Discontinuance at Exhibit "C," Industry Standards regarding transfers of title to Notes at Exhibit "D" and excerpts from your Mortgage at Exhibit "E.")
2. A Mortgage (Exhibit "E"), in good and accepted New York State title practice, is merely a lien protecting the interests of the owner(s) of an original Note. (See, Exhibits "D" – "E.")
3. Title to a Mortgage is devoid of meaning unless the owner or new owner of the lien is at or becomes at the same time the owner or new owner of the loan (original Note) secured by the Mortgage. (See, Exhibits "D" – "E.")
4. Equally, anyone who does become an owner or a new owner of an original Note – meaning they are in physical possession of the original loan instrument – automatically, in good and accepted New York title practice, becomes the legitimate (and only legitimate) new owner of the Mortgage securing their interest in the loan. (See, Exhibits "D" – "E.")
5. To document transfers of title – i.e., physical deliveries of the original instrument – for Promissory Notes, both published lending and title industry standards (Exhibit "D") require the prior owner of the original Note to "Indorse" it to the "Order" of the subsequent owner of the original Note.
6. Neither I nor any other title professional can provide you a thorough history for transfers of title (Assignments) to a Mortgage without being able to read at the same time the Indorsements history of the original Note secured by the Mortgage. (See, Exhibits "A" – "E.")

7. No copy of your Note was ever scanned into the Minutes of the Kings County Clerk (Exhibit "B") in the foreclosure proceeding that Chase filed against you in 2010. (See, Exhibits "A" – "E.")
8. At your request I made a visit to the County Clerk's office this week and asked the clerks if they could locate any "withdrawn" motion papers, to see if a copy of your Note was attached to any of them. ("Withdrawn" motions were not scanned into the Clerk's Minutes 2010-2019.)
9. The clerks spend two hours, without success, searching for "withdrawn" motions in your case. Their supervisor told me that no "withdrawn" motions filed in or prior to 2016 remain in the County Clerk's office. None after 2016 could be found.
10. I cannot compare the Indorsements history of your original Note with the Assignments history of your Mortgage on ACRIS. (See, Exhibits "A" – "E.")
11. I have to rely entirely on the Assignments history to shed light on your report that the copy of your Note, examined during the foreclosure proceeding by you and Mr. Wharton, was not the original loan instrument. (See, Exhibits "A" – "E.")
12. In Jan., 2014 (at Exhibit "F"), four years after Chase filed its foreclosure proceeding against you (at Exhibit "B"), Angela Bowden, signing as an officer of Chase, assigned title of your 2007 Mortgage to the Christiana Trust.
13. The "Acknowledgment" of that Assignment specifically states that Bowden signed the instrument in the "County of Ouchita" in the State of Louisiana. (See, Exhibit "F.")
14. No "counties" exist in the State of Louisiana. The state is unique in the United States, in that it divides itself into "Parishes" rather than "Counties."
15. No one, residing or working in Louisiana, would sign a title instrument in a "County" or acknowledge their instrument to a Notary Public licensed in a "County" for the simple reason that

no counties exist in Louisiana in the first place. (See, Exhibit "F.")

16. For these reasons, the "Bowden" Assignment is a title nullity on its face because it could not possibly have been signed by a real Chase employee working in the real State of Louisiana. If it had been signed by one, she would have altered the words "County of Ouchita" to read "Parish of Ouchita," or the witnessing Notary Public would have made the alteration for her. (See, Exhibits "E" – "F.")
17. For the identical set of reasons, there is no basis for presuming – from the existence of an Assignment executed in a non-existent Louisiana "county" – that the Assignment documents or could possibly have documented physical delivery of your original 2007 Promissory Note by Chase to anyone at all in the Year 2014. (See, Exhibits "A" – "F.")
18. In 2017 Natasha Gutwillig, signing as an "Assignments Manager" of the Christiana Trust, assigned title of your Mortgage to Normandy Mortgage Depositor Co., LLC. (Exhibit "G.")
19. Ms. Gutwillig referred to a Power of Attorney (Exhibit "H") recorded on ACRIS as proof of her signing authority. (See, Exhibits "G" – "H.")
20. That POA identified Selene as an agent for Gutwillig's Assignor, the Trust, but did not identify Selene as an agent for Gutwillig's Assignee, Normandy. (See, Exhibits "G" – "H.")
21. Nothing on the face of the POA, or on the face of the Gutwillig Assignment, cured the non-existence of a Louisiana "county" on the prior (Bowden) Assignment to the Wilmington Fund. (See, Exhibits "F" – "H.")
22. Consequently, nothing in the POA or in the Assignment proved, or could prove, transfer of title to your 2007 original Note by Chase to either the Trust, Normandy or Selene as the Trust's agent at any time 2014-2017. (See, Exhibits "E" – "H.")

23. For these reasons the Gutwillig Assignment, despite Gutwillig's documentation of her signing authority, in no respect documents anything beyond a break or an apparent break in the chain of title to your 2007 loan and lien. (See, Exhibits "A" and "E" – "H.")
24. In Nov., 2017 Monica Hargett – identifying herself as an "Authorized Signatory" for Normandy – assigned title of your Mortgage to the Wilmington Savings Fund. (Exhibit "I.")
25. Hargett did not identify herself as an employee of Normandy. (See, Exhibit "I.")
26. Hargett did not identify herself (as Gutwillig did previously in 2017) as an employee of an agent of or attorney-in-fact for Normandy. (See, Exhibits "G" and "I.")
27. Hargett did not identify her employer at all, and she did not assert that any business entity identified by her as her employer was an "agent" or an "attorney-in-fact" for Normandy. (See, Exhibit "I.")
28. Hargett did make references to Gutwillig's Assignment and to the recorded POA permitting Gutwillig to execute the Assignment. (See, Exhibits "G" – "I.")
29. None of those references, however, proved anything beyond the existence of Gutwillig's documented signing authority at the time she executed the prior Assignment to Normandy. (See, Exhibits "G" – "I.")
30. It is a strict rule of good and accepted New York title practice that no signing agent can prove "agency" simply by asserting that it exists. (Compare & contrast, Exhibits "G" – "H" and "I.")
31. If someone has been authorized to act as a signing agent for a principal, he or she is either required to prove agency by simultaneously recording proof of agency (e.g., by Power of Attorney), attaching proof of agency (e.g., a Corporate Resolution, as illustrated by the Selene Resolution at Exhibit

"H") or by providing a book and page number for recorded proof of agency existing in another county or (for Louisiana) parish. (See, Exhibits "A" and "H" – "I.")

32. Hargett opted for "None of the Above" as proof of agency, with the consequence that her Assignment to the Fund is nothing more than a second, documented or apparent title nullity on its face in this history. (See, Exhibits "A" and "E" – "I.")
33. In 2018 Celeste Harkins, signing as an "Authorized Signatory" for the Fund, assigned your Mortgage back to Normandy Mortgage. (Exhibit "J.")
34. Harkins stated, on the face of her Assignment, that she was recording a Power of Attorney ("POA") to prove her signing authority but no Power is recorded on ACRIS. (See, Exhibits "A" and "J.")
35. Consequently, the Harkins Assignment is a title nullity for the same reason the Hargett Assignment is a title nullity before it, no proof that either signor was authorized by anyone to execute either instrument. (See, Exhibits "I" – "J.")
36. At the end of Dec., 2018 Ms. Harkins – again evoking her non-existent Power of Attorney/signing "authority" – flipped title of your Mortgage from Normandy back to the Fund. (Exhibit "K.")
37. In 2019, jointly with employees of Selene Finance, you signed a Modification Agreement (CEMA) addressing the terms of your 2007 Promissory Note and your 2007 Mortgage. (See, Exhibits "A", "E" and the CEMA at "L.")
38. Because Harkins cited no recorded signing authority (at Exhibit "K") for her prior transfer of title for your lien back to Selene, there is no proof on the public record that the Fund (as Selene's principal) held legitimate title to either your Mortgage or the original Note secured by it on the day of your 2019 "modification" of terms. (See, Exhibits "A" and "E" – "L.")

39. In 2020, signing as an "Authorized Signatory" for the Fund, Matthew Mustich assigned title of your modified Mortgage from the Fund as Trustee for "Aero Mortgage" to the Fund as Trustee for the "NNPL Trust." (Exhibit "M.")
40. Mr. Mustich identified ACRIS Document # 2020000099454 as the Power of Attorney proving his signing authority. (See, Exhibit "M.")
41. Mustich's POA (attached as Exhibit "N") identifies Mustich's employer, Palisades Investment, as the "Aero Mortgage" Trust's agent, appointed in Sept., 2018.
42. In 2021 Lisa Harris, signing as an officer of Meridian Asset Services and identifying Meridian as an "attorney-in-fact" for the Fund, assigned title of your Mortgage to U.S. Bank. (Exhibit "O.")
43. Harris, like Mustich before her, referred to a recorded POA (Exhibit "P") as proof of her signing authority. (See, Exhibits "M" – "P.")
44. Mustich's and Harris' careful compliance (Exhibits "M" – "P") with title industry standards requiring agents to provide written proof of agency highlights the prior failures (at Exhibits "I" – "J") of Hargett and Harkins to comply with those standards.
45. Those prior failures, like Bowden's execution of the first Assignment in this history in a non-existent Louisiana county, prove either the existence of two subsequent documented breaks in the chain of title to your Mortgage or two apparent breaks in the chain of title to it. (See, Exhibits "E" – "P.")
46. Three documented or apparent breaks in the chain of title to a lien are not, in good or accepted New York title practice, proof that any of the Assignees named on the occasion(s) of any of the three breaks ever took title by Indorsement to or acquired physical possession of your original 2007 Promissory Note. (See, Exhibits "A" – "P.")

### Discussion

47. My partner and I are title investigators, not attorneys. (See, my company and my personal resumes, attached.)
48. You will have to ask an attorney how, whether and if any of the "red flag" title questions I have addressed in this history are addressed by state or federal law.
49. If you do not know the name of an attorney you could speak to, please ask the Kings Co. Bar Assn. or New York County Lawyers (at 7 Vesey St. in Manhattan) for a referral.
50. I am the Title Specialist at Metro Title Consultants. In that capacity, I have been an independent title reader or closer for Agents of Old Republic, Stewart, Chicago, Fidelity and Washington National Title Companies as well as a title investigator for solo and small practices in the Metropolitan Region. (See, Resumes.)
51. I am fully familiar with good and accepted New York State title industry standards and practices.
52. Bruce Payne, the Stewart Title agent who originally trained me, likes to tell his classes that "We insure history."
53. By that phrase, he means that reputable New York title readers are in the same general line of work as art curators and academic historians.
54. Just as the former scrutinize chains of title (ownership) to works of art to verify their provenance, or the latter to historical source documents to authenticate them, title readers scrutinize chains of title to real property, liens posted against real property and (when available) the loans secured by them to make sure there are no breaks in the chain from prior to subsequent owners of record.
55. Where we find breaks in a chain we are required to "red flag" them in the reports we deliver to our title clients.

56. Title free and clear of claims or potential claims ("good" title, in industry parlance) cannot be conveyed to new owners of record until documented breaks in chains of title have first been cured on the public record or the appearance of them dispelled on the public record.
57. Apart from the title industry standards I mentioned during this "History," basic title industry principles addressing red flag breaks and their cures include:
  - a) Title instruments and documents must be truthful, transparent and self-consistent.
  - b) Title readers are required to read title instruments and documents literally as they are written. We are not permitted to "presume" the existence of spelling, or similarly inadvertent, errors or to "infer" intent.
  - c) "Red flag" title questions are not laid to rest on the public record by ignoring or concealing them.
58. I note that – when I worked for the National Council of Churches – I made frequent trips to New Orleans and Baton Rouge as part of my job. (See, Personal Resume.)
59. As a result of those trips I am personally aware that Louisiana does not have "Counties." It has "Parishes."
60. I note that – as a professional title investigator, 2010-2021 – I have had frequent occasion to read and review for our multiple attorney-clients literally dozens of title instruments executed between 2001-2021 in the State of Louisiana.
61. On all of those occasions, the signors of the instruments and their witnessing Notary Publics have identified a "Parish" of Louisiana – not a "County" of Louisiana – as the location(s) where Assignments are executed. (See, Personal and Company Resumes.)

62. Ms. Bowden and her witnessing Notary Public proved that Bowden could not have executed the 2014 "Chase" Assignment (Exhibit "F") to the Wilmington Fund anywhere in Louisiana, when they mutually identified a "County" of Louisiana as the venue for their signatures. (See, Resumes and Exhibit "F.")
63. I am not permitted to read the Bowden Assignment other than literally. I am not permitted to "presume" or "infer" that either Bowden or her Notary "meant to" identity a Parish of Louisiana, rather than a non-existent "County" of Louisiana as the location where Bowden signed the instrument. (See, Resumes and Exhibit "F.")
64. Until or unless someone executes and records a "Correction" Assignment proving that Bowden actually signed her 2014 lien instrument in real Parish of Louisiana, I have to read it literally as written and therefore as proof that the Assignment is a title nullity. (See, Exhibits "E" - "F" and Resumes.)
65. Read literally, the Bowden Assignment affirmatively disproves that anyone other than Chase itself ever became a new owner of your original 2007 Promissory Note or a legitimate new owner of your 2007 Mortgage. (See, Exhibits "A" - "P.")
66. Ms.es Hargett and Harkins voluntarily voided their subsequent Assignments by failure(s) to record Powers of Attorney or to attach proof of signing authority. (See, Exhibit "A" and Exhibits "I" - "J"; contrast with, Exhibits "G" - "H" and "M" - "P.")
67. Consequently, there is no proof on ACRIS that the owner of your loan and lien identified on your 2019 CEMA (Exhibit "L") ever acquired physical possession of your original 2007 Note or legitimate title to your 2007 Mortgage. (See, Exhibits "A" - "L.")
68. These breaches of good and accepted New York title practice are utterly consistent with your statement to me that, when you and Mr. Wharton examined it, the foreclosure plaintiff's (Exhibit "B") photocopy of your 2007 Note was just that, a

photocopy not the original loan instrument. (See, Exhibits "A" – "P.")

69. Anyone claiming in 2021 to be a legitimate new owner of your 2007 Chase loan can prove their legitimacy by producing – and only by producing – your original Note in open court, together with the original Indorsements on it showing a chain of title from Chase to them. (See, Exhibits "A" – "P.")
70. Anyone making the same claim can confirm what the ACRIS History of your Mortgage presently proves – that no one named as a new owner of your lien after 2014 ever took title to (or physical custody of) your original Note – by failing or refusing to produce the original Note, with its Indorsements, in open court. (See, Exhibits "A" – "O.")
71. Pending one cure or the other, the following – with a reasonable degree of professional certainty – are my opinions, based on the documents presently available to me for review:

### **Opinions**

72. No one, in the ACRIS History of your Mortgage, holds or ever has held good title to your original Note or to your Mortgage.
73. The "Bowden" Assignment from Chase to the Wilmington Fund in 2014 was and is a title nullity on its face because Bowden swore that she signed the instrument in a "county" of Louisiana, a state that has "parishes" not counties.
74. Because the Bowden Assignment – by itself – does not and cannot prove physical delivery by Chase or your original 2007 Note to the Fund, it does not and cannot prove that the Fund or any of its subsequent Trusts ever acquired good title to your Mortgage regardless of the documented or lack of documented signing authority of its multiple signors, Gutwillig, Hargett, Harkins, Mustich and Harris.
75. Meanwhile Hargett's and Harris' failures, prior to the date of your 2019 CEMA, to record or identify a POA or to attach a

Resolution – proving their signing authority for the Wilmington Fund Trusts named by them as their serial Assignors and Assignees – taints or fatally taints the legitimacy of the CEMA Itself.

76. Any business entity asserting in 2021 or after 2021 that it is the legitimate new owner of your 2007 Mortgage either has or does not have physical possession of your original ("wet ink") 2007 Note.
77. That business entity either has or does not have physical possession of Indorsements to the "Order" of each subsequent new owner of your original Note by each prior owner of your original Note.
78. If that business entity produces your original Note, with its original Indorsements, in open court, it will prove by that production that it is – despite the breaches of New York title standards evident on ACRIS – the legitimate new owner of your Mortgage.
79. If that business entity will not or cannot produce the original Note, with its original Indorsements, in open court, it will prove by its failure or refusal to produce that someone else holds good title to your 2007 loan and lien.
80. For these reasons it is my opinion, with a reasonable degree of professional certainty, that – to the extent you are addressing palpable breaches of good and accepted New York State title industry standards and practices – you have, absent production by someone of your original 2007 Note, with its original 2007 chain of Indorsements from Chase to them, meritorious claims or defenses against anyone else claiming that they are legitimate new owners of your loan and lien.

### **Notes**

81. I suggest that you discuss this review with Mr. Wharton, or with another attorney, to see if the "red flag" title issues I am raising are parallel to any state or federal rules or laws.

82. I also suggest that you ask Mr. Wharton to provide you with an Affirmation or an Affidavit explaining why he believed – when you and he examined it – that the plaintiff in your discontinued foreclosure proceeding never acquired physical possession of your original Note.
83. I urge you to ask an attorney if there are legal questions – unrelated to title to your 2007 loan and lien – which you should address in any state or federal court proceeding(s.)
84. Meanwhile, please let me see any documents that come to your attention, shedding additional or alternative light on the “red flag” title questions that I have raised in this review.

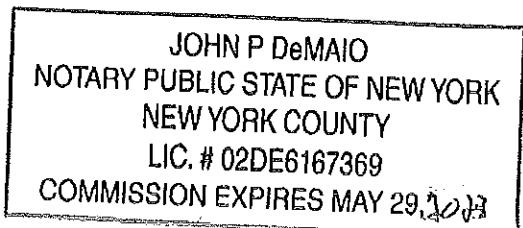
Thank you,

Cordially,

Chuck Noell

Sworn to before  
me 11/16/21:

.....  
Notary Public



**Chuck Noell**

*(Title Consultant)*

**495 Henry St.**

**PMB 157**

**Brooklyn, NY 11231**

**917 680 6712**

**kcnwriter@aol.com**

**Title Background:**

Title Specialist	Metro Title Consultants. (Formerly Kane Title Consultants) (Independent Title Fraud Investigators)	2009-2019.
Title Reader	Fidelis Abstract Corp. (Agent: Stewart Title Co.)	2007-2011.
Title Closer	Bruce A. Payne & Associates. CLE Abstract Corp. East Coast Land Services. H&Z Abstract Corp.	2006-2013.
Title Fraud Investigator: <i>(Partial List of Supervising Attorneys)</i>	Paul R. Kenney, Esq. Enealia Nau, Esq. Roger Levy, Esq. Georgia E. McCarthy, Esq. Michael S. Hurwitz, Esq. Subhana Rahim, Esq. Gregory Messer, Esq. Cindy O. Sanchez, Esq. Victor S. Wong, Esq. Douglas Spector, Esq. Debra A. Galloway, Esq. John P. Demaio, Esq. Gail Spindler, Esq. Richard Steigman, Esq. Leonard Spector, Esq.	2000-2021
Training:	Bruce A. Payne & Asscs. By Consultation: Harold Boxer, Esq. & Paul Bugoni, Esq. (Stewart Title.)	2006-2007 2007-2012

General Background:

Title Specialist: <i>(Independent Legal/Medical/</i>	Kane Title Consultants	2010-2013
<i>Title Investigation,</i>	Metro Title Consultants	2013-2021
<i>Research &amp;</i>	The Soledad Co., Inc.	1999-2010
<i>Drafting/Editing Services.)</i>		

*Partial Attorney-*  
*-Client List:*

Michael S. Grossman, Esq.	1999-2021
Valerie S. Wolfman, Esq.	
James S. McCarthy, Esq.	
Gary Zaslow, Esq.	
Stephen Zaslow, Esq.	
Deborah Ball, Esq.	
Joell C. Barnett, Esq.	
Renaye Cuyler, Esq.	
Paul Mederos, Esq..	
Raymond S. Sussman, Esq.	
Regina L. Darby, Esq.	
Judith A. Cox, Esq.	
Kara A. Oboler, Esq.	
Susan Warnock, Esq.	

*Training & Prior  
Employment:*

Bruce A. Clark & Asscs.	1978-1997
Fellowship of Reconciliation	1976-1978
The Healing Community	1976-1978
National Council of Churches	1973-1976
Quaker Project on Community Conflict	1971-1973
American Friends Service Committee	1970-1972
Friends Peace Committee	1969-1971
Friends Suburban Project	1968-1969
VISTA	Summer, 1968
College of Wooster (Phi Beta Kappa)	1964-1968

Publications:

Book Surge	“Warrior to Spiritual Warrior”	2009
Fortress Press	“We Are All POW’s”	1975
Lutheran Press	“Crisis & Conflict”	1975

# Metro Title Consultants

*Company Biography*

**495 Henry St.**

**PMB 157**

**Brooklyn, NY 11231**

**917 680 6712**

**KCNWRITER@AOL.COM**

**Metro Title Consultants** is a forensic title and paralegal services firm, providing a wide array of support services to attorneys, real estate professionals and homeowners in the New York Metropolitan Region. Metro Title specializes in real estate and mortgage fraud research and documentation..

**Chuck Noell**, as a principal of Metro Title, has over thirty years' experience as a litigation paralegal and nearly fifteen years' experience specifically as a real estate fraud investigator and consultant to solo and small practices in the Metropolitan Region. Mr. Noell received training in title work from Bruce A. Payne, an agent of Stewart Title, and continues to be associated with Mr. Payne.

Mr. Noell has been an independent Title Reader, Closer or Consultant, 2006-2019, for agents of Old Republic, Stewart, Chicago, Fidelity, Washington and Fidelity Title Companies. He has, specifically, performed title investigations and provided title reviews 2010-2019 for over 450 real estate and mortgage fraud cases in New York and over 50 cases in New Jersey, 85% in connection with foreclosure defenses, 15% in connection with multiple title fraud claims.

**Nancy Lipner**, as principal of Metro Title has a thirty-year background as a litigation paralegal, with specific background as a legal, medical and title research specialist.

## Abstract Companies:

- \* Bruce A. Payne & Asscs.
- \* CLE Abstract
- \* EAM Land Services
- \* Fidelis Abstract Corp.
- \* East Coast Land Services.
- \* H&Z Abstract Corp.

## Attorneys: (Title/Fraud Litigation)

- \* Paul R. Kenney
- \* Vincent S. Wong
- \* Subhana A. Rahim
- \* Debra A. Galloway
- \* Roger A. Levy
- \* Bruce Richardson

82. I also suggest that you ask Mr. Wharton to provide you with an Affirmation or an Affidavit explaining why he believed – when you and he examined it – that the plaintiff in your discontinued foreclosure proceeding never acquired physical possession of your original Note.
83. Please discuss with an attorney the “x’ed” out paragraph in the discontinuance (Exhibit “C”) addressing “deceleration” of your Chase loan.
84. In 2010, when Chase sued you, Banks were required – according to our attorney-clients – to send “90 Day Notices” accelerating the terms of the Promissory Notes signed by their borrowers.
85. Chase almost certainly sent a “90 Day Notice” to you because you provided me with a copy of one in 2015.
86. If Selene actually owned your original Note at the time it co-signed a CEMA with you (Exhibit “L”), it should have had full capacity in title to “decelerate” (i.e., revoke the 2010 Chase acceleration of) your Note at the time of discontinuance. (See, Exhibits “C” – “D” and “L.”)
87. Again, from a title industry point of view the present owner of your Chase Mortgage can lay to rest any questions raised by the “x’ing” out of “deceleration” (at Exhibit “C”) simply by producing your original Note in open court.
88. If, on the other hand, the present “owner” of your loan fails or refuses to produce your original Note in open court, I urge you to ask an attorney if state or federal law provide you with any grounds for arguing that failure or refusal – read in light of the failure or refusal by Selene to decelerate in 2018 – proves or contributes toward proving that the breaks in the chain of title to your Mortgage also prove breaks in the chain of title to your original Note. (See, Exhibits “A” – “P.”)
89. I also urge you to ask an attorney if there are legal questions

**Exhibit "A"**

**Current Search Criteria:**

**Borough:** BROOKLYN /  
**KINGS**  
**Block:** 01661  
**Lot:** 0072    **Unit:** N/A  
**Date Range:** To Current Date  
**Document Class:** All Document Classes

Records 1 - 10 << previous [next](#) >> Max

Rows

[\[Search Options\]](#) [\[New BBL Search\]](#) [\[Edit Current Search\]](#) [\[View Tax Map\]](#) [\[Print Index\]](#)

Vie w	Reel/Pg/ File	CRFN	Lo t	Parti al	Doc Date	Recorded / Filed	Document Type	Pag es	Party1	Party2	Part y 3/ Other	More Party 1/2 Nam es	Correct ed/ Remarks	Doc Amount
		2021000208765	72	ENTI RE LOT	5/11/2021	6/4/2021 2:49:13 PM	ASSIGNMEN T, MORTGAGE	6	WILMINGT ON SAVINGS FUND SOCIETY FSB	US BANK TRUST NATIONAL ASSOCIAT ION		✓		0
		2021000111531	72	ENTI RE LOT	3/24/2021	3/26/2021 10:51:35 AM	LANDMARK DESIGNATIO N	139	NYC LANDMARK S PRESERVAT ION, COMMISSION					0
		2020000164841	72	ENTI RE LOT	4/23/2020	6/5/2020 12:41:40 PM	ASSIGNMEN T, MORTGAGE	6	WILMINGT ON SAVINGS FUND SOCIETY FSB	WILMINGT ON SAVINGS FUND SOCIETY FSB		✓		0
		2019000362357	72	ENTI RE LOT	8/29/2019	11/7/2019 9:57:45 AM	MORTGAGE AND CONSOLIDAT ION	12	WALKER, VAN	SELENE FINANCE LP				1,011,00
		2019000049542	72	ENTI RE LOT	12/20/2018	2/12/2019 4:53:59 PM	ASSIGNMEN T, MORTGAGE	4	NORMANDY MORTGAGE ACQUISITI ON COMPANY LLC	WILMINGT ON SAVINGS FUND SOCIETY FSB		✓		0
		2019000049541	72	ENTI RE LOT	12/20/2018	2/12/2019 4:53:58 PM	ASSIGNMEN T, MORTGAGE	4	WILMINGT ON SAVINGS FUND SOCIETY FSB	NORMAND Y MORTGAG E ACQUISITI ON COMPANY LLC		✓		0
		2018000087979	72	ENTI RE LOT	11/7/2017	3/14/2018 10:17:46 AM	ASSIGNMEN T, MORTGAGE	5	NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC	WILMINGT ON SAVINGS FUND SOCIETY, FSB		✓		0

		2018000087 978	72	ENTI RE LOT	10/13/20 17	3/14/20 18 10:17:4 5 AM	ASSIGNMEN T, MORTGAGE	5	CHRISTIAN A TRUST	NORMAND Y MORTGAG E DEPOSITO R COMPANY, LLC	✓		0
		2014000032 335	72	ENTI RE LOT	1/8/2014	1/27/20 14 4:49:54 PM	ASSIGNMEN T, MORTGAGE	3	JPMORGAN CHASE BANK NATIONAL ASSOCIATI ON	CHRISTIA NA TRUST			0
		2007000619 476	72	ENTI RE LOT	11/1/200 7	12/19/2 007 2:01:52 PM	MORTGAGE	23	WALKER, VAN	JPMORGAN CHASE BANK, N.A.			612,00 0

[New Parcel Identifier Search](#)

# **Exhibit “B”**

# Case File Summary: 3605-2010

[Back](#)[Print](#)

File Date:02/09/2010 Index Type:FORECLOSURE OTHERS Plaintiff:JPMORGAN CHASE BA NK NAP Plaintiff Firm:ROSICKI Defendant:WALKER, VAN ETAL Defendant Firm:

## Documents Filed

Filed Date	Document
02/09/2010	<a href="#"><u>Surnm. &amp; compl.</u></a>
02/09/2010	<a href="#"><u>Notice of pendingcy</u></a>
02/17/2010	<a href="#"><u>Affidavit of serv.</u></a>
02/18/2010	<a href="#"><u>Affidavit of serv.</u></a>
02/19/2010	<a href="#"><u>Affidavit of serv. 3</u></a>
02/23/2010	<a href="#"><u>Affidavit of serv.</u></a>
02/25/2010	<a href="#"><u>Affidavit of serv. 2</u></a>
06/25/2013	<a href="#"><u>Affirm.</u></a>
06/25/2013	<a href="#"><u>Req. judicial interven. p</u></a>
10/08/2013	<a href="#"><u>Notice of pendingcy</u></a>
12/03/2013	<a href="#"><u>MOTION COVERPAGE d</u></a>
04/01/2014	<a href="#"><u>Notice of appearance</u></a>
04/10/2014	<a href="#"><u>Stipulation</u></a>
04/10/2014	<a href="#"><u>Stipulation</u></a>
04/10/2014	<a href="#"><u>Motion papers</u></a>
05/13/2014	<a href="#"><u>MOTION COVERPAGE fee pd. deft.</u></a>
05/14/2014	<a href="#"><u>Order dated 5/9/14-nsp</u></a>
05/26/2015	Motion papers (marked off)

**Documents Filed**

Filed Date	Document
07/31/2015	<u>Consent to change attorney</u>
08/26/2016	<u>MOTION COVERPAGE FEE PD PLNTF.</u>
09/08/2016	<u>Notice of pendency</u>
02/06/2017	<u>MOTION COVERPAGE FEE PD. DEFT.</u>
03/10/2017	<u>MOTION COVERPAGE -FEE PAID/D</u>
08/31/2018	<u>Consent to change attorney , afft of service</u>
06/20/2019	<u>Notice of pendency</u>
10/16/2019	<u>MOTION COVERPAGE FEE PD. PLNTF.</u>
01/16/2020	<u>Order discont. action,cancelling not. of pendency</u>
02/05/2020	<u>Copy ord. notice entry, afft.svc.</u>

# Exhibit “C”

At IAS Part F.P. of the Supreme Court of the State of New York held in and for the County of Kings, at the Courthouse thereof, located at 360 Adams Street, Brooklyn, NY 11201 on the 9 day of December, 2019

HON. NOACH DEAR, J.S.C.

JPMORGAN CHASE BANK, NA,

X  
Index No. 3605/2010

*MS  
06*

Plaintiff

-against-

VAN WALKER; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; PEOPLE OF THE STATE OF NEW YORK; NEW YORK CITY ENVIRONMENTAL CONTROL BOARD; NEW YORK CITY PARKING VIOLATIONS BUREAU; NEW YORK CITY TRANSIT ADJUDICATION BUREAU; "JOHN DOES" and "JANE DOES", said names being fictitious, parties intended being possible tenants or occupants of premises and corporations, other entities or persons who claim, or may claim, a lien against the premises,

**ORDER DISCONTINUING ACTION AND CANCELING LIS PENDENS**

Mortgaged Premises  
545 Halsey Street  
Brooklyn, NY 11233

Block: 1661  
Lot: 72

Defendants

X

On reading the Notice of Motion of the Plaintiff dated October 8, 2019, and the supporting Affirmation of Juliana Thibaut, Esq., of Friedman Vartolo LLP, attorneys of record for Plaintiff herein dated October 8, 2019, and said motion having been submitted to the Court; and on all the pleadings, papers and proceedings heretofore had herein; and the Plaintiff's application having come on to be heard before this Court on November 12, 2019 or as soon thereafter as counsel could be heard; and due deliberation having been had on all the issues and matters raised therein; it is

**ORDERED**, that the instant motion is granted; and it is further

**ORDERED**, that the above-entitled action be and the same is hereby discontinued as a result of a loan modification; and it is further

**ORDERED**, that the County Clerk of the County of Kings be and is hereby directed, upon payment of the proper fee, if any, to cancel and discharge of record certain notices of pendency filed in this action on February 9, 2010, October 8, 2013, September 8, 2016, and June 20, 2019 against 545 Halsey Street, Brooklyn, NY 11233 (Block: 1661, Lot: 72) and said Clerk is hereby directed to enter upon the margin of the record of same a notice of cancellation referring to this Order; and it is further

**ORDERED**, that the Defendant's answer be stricken and the Defendant's counterclaims be dismissed; and it is further

**ORDERED**, that Plaintiff hereby deaccelerates the maturity of the loan and withdraws all prior demands for immediate payment of all sums secured by the Security Instrument and re-institutes the loan as an installment loan; and it is further

**ORDERED**, that a copy of this Order with notice of entry be served upon all parties entitled to notice.

Dated: 12/9/19

ENTER,

HON. NOACH DEAR, J.S.C.

HON NOACH DEAR

**FILED**

JAN 16 2020

KINGS COUNTY CLERK'S OFFICE

JPMORGAN CHASE BANK, NA,

Plaintiff,

-against-

VAN WALKER ; et al.,

Defendant(s)

---

### PROPOSED ORDER

---

LAW OFFICES  
FRIEDMAN VARTOLO LLP  
*Attorneys for PLAINTIFF(S)*

*Office and Post Office Address, Telephone*  
85 BROAD STREET, STE. 501  
NEW YORK, NY 10004  
(212) 471-5100

---

To

Attorney(s) for

---

Service of a copy of the within is hereby admitted.

Dated,

---

.....  
Attorney(s) for

---

Sir: – Please take notice

NOTICE OF ENTRY

that the within is a (*certified*) true copy of a  
duly entered in the office of the clerk of the within named court on

20 \_\_\_\_\_

NOTICE OF SETTLEMENT

that an order  
settlement to the Hon.  
of the within named court, at

of which the within is a true copy will be presented for  
one of the judges

on 20 \_\_\_\_\_ at \_\_\_\_\_ M.

Dated,

Yours, etc.

FRIEDMAN VARTOLO LLP

*Attorneys for PLAINTIFF(S)*

To

*Office and Post Office Address*  
85 BROAD STREET, STE. 501

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

JPMORGAN CHASE BANK, NA,

X

Plaintiff

- against -

VAN WALKER; NEW YORK STATE DEPARTMENT  
OF TAXATION AND FINANCE; PEOPLE OF THE  
STATE OF NEW YORK; NEW YORK CITY  
ENVIRONMENTAL CONTROL BOARD; NEW YORK  
CITY PARKING VIOLATIONS BUREAU; NEW YORK  
CITY TRANSIT ADJUDICATION BUREAU; "JOHN  
DOES" and "JANE DOES", said names being fictitious,  
parties intended being possible tenants or occupants of  
premises and corporations, other entities or persons who  
claim, or may claim, a lien against the premises,

Index No. 3605/2010 NATIONWIDE COURT SERVICES, INC.

**AFFIRMATION OF SETTLEMENT  
CONFERENCE COMPLIANCE**

**Mortgaged Premises:**  
545 Halsey Street  
Brooklyn, NY 11233

**Block:** 1661

**Lot:** 72

Defendants

X

I, Juliana Thibaut, Esq., the undersigned, an attorney duly admitted to practice law in the State of New York, hereby affirm under penalty of perjury pursuant to CPLR 2106 that:

1. I am an associate of the firm Friedman Vartolo LLP, the attorneys of record for the named Plaintiff in this action and I am fully familiar with all of the proceedings had herein.
2. That foreclosure settlement conferences were held between July 29, 2013 and May 9, 2014 as required by CPLR § 3408. On May 9, 2014, Plaintiff was permitted to proceed with the instant foreclosure action.

Dated: October 8, 2019  
New York, New York



Juliana Thibaut, Esq.

COUNTY OF KINGS

---

JPMORGAN CHASE BANK, NA,

Plaintiff,

-against-

VAN WALKER ; et al.,

Defendant(s)

---

**AFFIRMATION OF SETTLEMENT CONFERENCE COMPLIANCE**

---

LAW OFFICES  
FRIEDMAN VARTOLO LLP  
*Attorneys for PLAINTIFF(S)*

*Office and Post Office Address, Telephone*  
85 BROAD STREET, STE. 501  
NEW YORK, NY 10004  
(212) 471-5100

---

To

Attorney(s) for

Service of a copy of the within is hereby admitted.

Dated,

.....  
Attorney(s) for

---

Sir: - Please take notice

NOTICE OF ENTRY

that the within is a (*certified*) true copy of a  
duly entered in the office of the clerk of the within named court on

20 \_\_\_\_\_

NOTICE OF SETTLEMENT

that an order  
settlement to the Hon.  
of the within named court, at

of which the within is a true copy will be presented for  
one of the judges

on 20 \_\_\_\_\_ at \_\_\_\_\_ M.

Dated,

Yours, etc.

FRIEDMAN VARTOLO LLP  
*Attorneys for PLAINTIFF(S)*

To

*Office and Post Office Address*  
85 BROAD STREET, STE. 501

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

JPMORGAN CHASE BANK, NA,

X

ND-FP-1  
12-9101-C  
NATIONWIDE COURT SERVICES, INC.

Index No. 3605/2010

Plaintiff

-against-

VAN WALKER; NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE;  
PEOPLE OF THE STATE OF NEW YORK; NEW  
YORK CITY ENVIRONMENTAL CONTROL  
BOARD; NEW YORK CITY PARKING  
VIOLATIONS BUREAU; NEW YORK CITY  
TRANSIT ADJUDICATION BUREAU; "JOHN  
DOES" and "JANE DOES", said names being  
fictitious, parties intended being possible tenants or  
occupants of premises and corporations, other entities  
or persons who claim, or may claim, a lien against the  
premises,

MS  
**NOTICE OF MOTION TO  
DISCONTINUE ACTION  
AND CANCEL LIS  
PENDENS**

Mortgaged Premises  
545 Halsey Street  
Brooklyn, NY 11233

Block: 1661  
Lot: 72

DA/P  
(Y)

Defendants

X

PLEASE TAKE NOTICE, that upon the annexed affirmation of Juliana Thibaut, Esq., dated October 8, 2019, and any papers and exhibits annexed thereto, a motion will be heard at the Kings County Supreme Court, 360 Adams Street, Brooklyn, NY 11201 in front of the Honorable Noach Dear, J.S.C., Courtroom 756, on November 12, 2019, at 9:30 AM, or as soon thereafter as counsel can be heard, for an order: (i) canceling the Lis Pendens, (ii) discontinuing the instant action, (iii) striking the Defendant's answer and dismissing the Defendant's counterclaims, and (iv) for such other relief as the court may deem just and proper.

PLEASE TAKE FURTHER NOTICE, that pursuant to CPLR §2214(b) answering affidavits, if any, are required to be served at least seven (7) days before the return date of this motion.

Dated: October 8, 2019  
New York, New York



Juliana Thibaut, Esq.

Friedman Vartolo LLP

Attorneys for Plaintiff

85 Broad Street, Suite 501

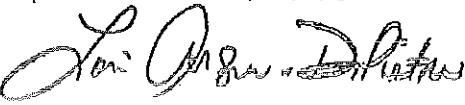
New York, New York 10005

CLERK P: 212.471.5100

FEE PD \$ 45.00

KINGS COUNTY  
SUPREME COURT  
MOTION SUPPORT  
APPROVED  
DATE 10/16/19

Firm File No. 181200-1

  
**FORECLOSURE**

To:

Frank Wharton, Esq.  
*Attorney for Defendant Van Walker*  
One Pierre Port Plaza, Floor 12  
Brooklyn, New York 11201

New York State Department of Taxation and Finance  
400 Oak Street  
Garden City, New York 11530

People of the State of New York  
Attorney General  
300 Motor Parkway, Suite 125  
Hauppauge, New York 11788

New York City Environmental Control Board  
66 John Street, 10<sup>th</sup> Floor  
New York, New York 10038

New York City Parking Violations Bureau  
66 John Street, 10<sup>th</sup> Floor  
New York, New York 10038

New York City Transit Adjudication Bureau  
130 Livingston Street  
Brooklyn, New York 11201

A. Albert Buonomici, Esq.  
*Attorney for Defendant JPMorgan Chase Bank N.A. S/H/A John Doe*  
222 Bloomingdale Road  
White Plains, New York 10605

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

JPMORGAN CHASE BANK, NA,

X

Plaintiff  
- against -

VAN WALKER; NEW YORK STATE DEPARTMENT  
OF TAXATION AND FINANCE; PEOPLE OF THE  
STATE OF NEW YORK; NEW YORK CITY  
ENVIRONMENTAL CONTROL BOARD; NEW YORK  
CITY PARKING VIOLATIONS BUREAU; NEW YORK  
CITY TRANSIT ADJUDICATION BUREAU; "JOHN  
DOES" and "JANE DOES", said names being fictitious,  
parties intended being possible tenants or occupants of  
premises and corporations, other entities or persons who  
claim, or may claim, a lien against the premises,

Defendants

X

I, Juliana Thibaut, Esq., the undersigned, an attorney duly admitted to practice law in the State of New York, hereby affirm under penalty of perjury pursuant to CPLR 2106 that:

1. I am an associate of the firm Friedman Vartolo LLP, the attorneys of record for the Plaintiff in this action, by virtue of a Consent to Change Attorney filed in the Kings County Clerk's Office on August 22, 2018, and I am fully familiar with the proceedings had herein. A copy of the filed Consent to Change Attorney is attached hereto as **Exhibit A**.

2. This affirmation is submitted in support of the motion to cancel the notices of pendency filed in the Kings County Clerk's Office on February 9, 2010, October 8, 2013, September 8, 2016, and June 20, 2019, strike the Defendant's answer and dismiss the Defendant's counterclaims, and to discontinue the pending foreclosure action.

3. The instant action was commenced on February 9, 2010 when the Summons, Complaint and Notice of Pendency were filed in the Kings County Clerk's Office.

Index No. 3605/2010

**AFFIRMATION IN SUPPORT  
OF MOTION TO  
DISCONTINUE ACTION AND  
CANCEL LIS PENDENS**

**Mortgaged Premises:**  
545 Halsey Street  
Brooklyn, NY 11233

**Block:** 1661  
**Lot:** 72

4. Thereafter, the parties were able to settle the matter amicably as a result of a loan modification.

5. As a result of the aforementioned, the underlying foreclosure action should be discontinued, pursuant to CPLR §3217(b), and the notices of pendency filed in the Kings County Clerk's Office on February 9, 2010, October 8, 2013, September 8, 2016, and June 20, 2019 should be discharged of record pursuant to CPLR §6514(a).

6. Furthermore, the Defendant's answer should be stricken and the Defendant's counterclaims should be dismissed.

7. This application is on notice to all defendants.

8. No previous application has been made for the relief requested herein.

WHEREFORE, it is respectfully requested that the Plaintiff's motion be granted in its entirety, and such other and further relief as the Court may deem to be just and proper.

Dated: October 8, 2019  
New York, New York



Juliana Thibaut, Esq.  
FRIEDMAN VARTOLO LLP  
Attorneys for Plaintiff  
85 Broad Street, Suite 501  
New York, New York 10004

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

JPMORGAN CHASE BANK, NA,  
-against-  
VAN WALKER; et. al.,

Plaintiff,

Index No. 3605/2010

**AFFIDAVIT OF MAILING**

Defendant(s)

STATE OF NEW YORK )  
                      )ss:  
COUNTY OF NEW YORK )

Kristen Kinneary, deposes and says:

I am not a party to the action, am over 18 years of age, and reside in Bergen County, New Jersey.

On August 16, 2018, I served a true copy of the annexed **CONSENT TO CHANGE ATTORNEY** by mailing the same by First Class Mail in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee as indicated below.

Kristen Kinneary  
Kristen Kinneary

Sworn To Before Me This  
16<sup>th</sup> day of August, 2018

Notary Public

ANTHONY JAMES ORTIZ  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 020R6371189  
Qualified in New York County  
My Commission Expires February 20, 2022

To:

Frank Wharton, Esq.  
Law Office of Gregory Nanton  
*Attorney for Defendant Van Walker*  
One Pierre Port Plaza, Floor 12  
Brooklyn, New York 11201

New York State Department of Taxation and Finance  
250 Veterans Memorial Highway  
Hauppauge, New York 11788

People of the State of New York  
Attorney General  
300 Motor Parkway, Sutie 125  
Hauppauge, New York 11788

New York City Environmental Control Board  
100 Church Street  
New York, New York 10007

New York City Parking Violations Bureau  
100 Church Street  
New York, New York 10007

New York City Transit Adjudication Bureau  
130 Livingston Street  
Brooklyn, New York 11201

LAW OFFICES  
FRIEDMAN VARTOLO LLP

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

JPMORGAN CHASE BANK, NA,

NATIONWIDE COURT SERVICES, INC.

Index No. 3605/2010

Plaintiff,  
-against-

CONSENT TO CHANGE ATTORNEY

VAN WALKER; et al.

Defendant(s)

COPY

IT IS HEREBY STIPULATED AND AGREED, that FRIEDMAN VARTOLO LLP, be substituted as attorneys for plaintiff for the undersigned party(ies) in the above action in place and stead of the undersigned attorney(s) as of the date hereof.

IT IS HEREBY STIPULATED AND AGREED, that this consent may be signed in counterparts and that a fully executed facsimile copy shall have the same force and effect as an original.

Dated: 8/1/18

BY: Jordan J. Manfra, Esq.  
KNUCKLES, KOMOSINSKI & MAFRO, LLP

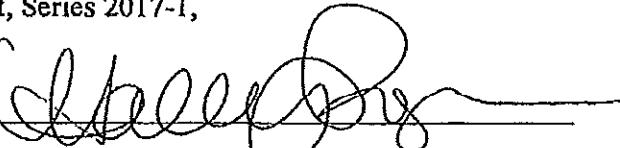
Outgoing Attorneys  
565 Taxter Road, Suite 590  
Elmsford, New York 10523  
(P): 914-345-3020

Dated: 8/16/18

BY: Ralph Vartolo, Esq.  
FRIEDMAN VARTOLO LLP  
Incoming Attorneys  
85 Broad Street, Suite 501  
New York, NY 10004  
(P) 212-471-5100  
(F) 212-471-5150

SUPREME COURT  
KINGS COUNTY  
FORECLOSURE DEPT.  
2018 AUG 22 PM 3:44

Sclenc Finance, L.P., as Attorney in Fact for Plaintiff's  
Assignee, Wilmington Savings Fund Society, FSB, d/b/a  
Christiana Trust, as trustee for Normandy Mortgage Loan  
Trust, Series 2017-1,

By: 

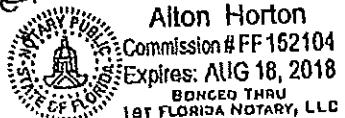
Name: Haley Raps

Title: Foreclosure Manager

Sworn to before me this

6 day of August, 2018

  
Alton Horton  
NOTARY PUBLIC



**TO BE COMPLETED, IN ADDITION TO JURAT (ABOVE), IF EXECUTING OUTSIDE  
OF NEW YORK STATE**

STATE OF Florida )  
COUNTY OF Duval ) ss:  
                      )

On the 8 day of August in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Haley Pope, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in Jacksonville, Florida [Insert the city or other political subdivision and the state or county or other place the acknowledgment was taken].

  
Notary Public

Personally Known / OR  
Produced Identification   



Type of Identification Produced:

JPMORGAN CHASE BANK, NA,

Plaintiff,

-against-

VAN WALKER ; et al.,

Defendant(s)

---

**NOTICE OF MOTION TO DISCONTINUE ACTION AND CANCEL LIS PENDENS**

---

LAW OFFICES  
FRIEDMAN VARTOLO LLP  
*Attorneys for PLAINTIFF(S)*

*Office and Post Office Address, Telephone*  
85 BROAD STREET, STE. 501  
NEW YORK, NY 10004  
(212) 471-5100

To

Attorney(s) for

Service of a copy of the within \_\_\_\_\_ is hereby admitted.

Dated,

.....  
Attorney(s) for

Sir: - Please take notice

NOTICE OF ENTRY

that the within is a (*certified*) true copy of a  
duly entered in the office of the clerk of the within named court on

20 \_\_\_\_\_

NOTICE OF SETTLEMENT

that an order  
settlement to the Hon.  
of the within named court, at

of which the within is a true copy will be presented for  
one of the judges

on 20 \_\_\_\_\_ at

\_\_\_\_\_. M.

Dated,

Yours, etc.

FRIEDMAN VARTOLO LLP

*Attorneys for PLAINTIFF(S)*

To

*Office and Post Office Address*  
85 BROAD STREET, STE. 501

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----x  
JPMORGAN CHASE BANK, NA,

Index No. 3605/2010

Plaintiff,  
-against-

VAN WALKER; et al.,

Defendants

-----x  
**AFFIDAVIT OF MAILING**

STATE OF NEW YORK )  
                        )  
                        ) ss:  
COUNTY OF NEW YORK )

Aaron Parisier, deposes and says:

I am not a party to the action, am over 18 years of age, and reside in New York County, New York.

On October 8, 2019, I served a true copy of the annexed **NOTICE OF MOTION TO DISCONTINUE ACTION CANCEL LIS PENDENS** by mailing the same by First-Class Mail in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee as indicated below:

Frank Wharton, Esq.  
*Attorney for Defendant Van Walker*  
One Pierre Port Plaza, Floor 12  
Brooklyn, New York 11201

New York State Department of Taxation and Finance  
400 Oak Street  
Garden City, New York 11530

People of the State of New York  
Attorney General  
300 Motor Parkway, Suite 125  
Hauppauge, New York 11788

New York City Environmental Control Board  
66 John Street, 10th Floor  
New York, New York 10038

New York City Parking Violations Bureau  
66 John Street, 10th Floor  
New York, New York 10038

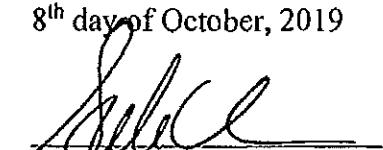
New York City Transit Adjudication Bureau  
130 Livingston Street  
Brooklyn, New York 11201

A. Albert Buonamici, Esq.  
Attorney for Defendant JPMorgan Chase Bank N.A. S/H/A John Doe  
222 Bloomingdale Road  
White Plains, New York 10605



Aaron Parisier

Sworn To Before Me This  
8<sup>th</sup> day of October, 2019



Notary Public

JULIANA THIBAUT  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 02TH6380694  
Qualified in New York County  
My Commission Expires Sept. 10, 2022

# Exhibit “D”



## Quick Reference- Do's and Do Not's

### Original Note, Note Endorsements And Allonge to Note

Posted 3/28/12

1. Original Note must be endorsed to **Mortgage Services III, LLC**
2. Endorsements must read:

PAY TO THE ORDER OF  
MORTGAGE SERVICES III, LLC  
WITHOUT RE COURSE

YOUR COMPANY NAME (**EXACTLY AS LISTED ON PAGE 1 OF THE NOTE**)

TYPED NAME AND TITLE OF PERSON SIGNING FROM YOUR COMPANY

3. **White-out (or any other form of cover-up)** on Original Note is **NOT ACCEPTABLE**.
4. Any corrections made to the Original Note must be initialed by the borrower.
5. A stamp signature on the Original Note Endorsement or Original Allonge is not acceptable. A POA is not acceptable.
6. If borrower(s) happen to sign in wrong place on Note or twice on Note, the second signature must be voided and initialed.
7. Allonge to Note must contain the following criteria:
  - a. Note Date
  - b. Borrower(s) names **exactly** as they appear on the Note
  - c. Property Address **exactly** as it appears on the Note
  - d. Loan Number **exactly** as shown on the Note
  - e. Loan Amount **exactly** as shown on the Note
  - f. The Note Endorsement, **exactly** as required by MSI: Pay to the Order of Mortgage Services III, LLC, Without Recourse
  - g. Your company name (must match page 1 of Note **exactly**)
  - h. Signed by authorized signor from your company (**POA is not permitted**)
  - i. Must include typed (or stamped) name and title of authorized signor
8. If the Note is part of a Third Party Transaction, a Note Endorsement can be used followed by an Allonge or an additional Note Endorsement **OR** an Allonge followed by another Allonge. **Once an Allonge is used, an endorsement on the Original Note is not acceptable.**

MSI provides the Product Sheet as a quick reference for mortgage professionals only.  
See the MSI Seller Guide for full details.



**THE AMERICAN BANKERS  
AND LEGAL MEMORANDUM**

[View Current Newsletter - Search The Archive](#)  
[Sign Up - Print](#)

Issue 188 Article 321  
Published: 6/1/2011

[View the Entire Newsletter](#)

**Foreclosure Cases Dissect 'Holder' Status in NC**  
Chris Burti, Vice President and Senior Legal Counsel

One can scarcely read a current business news article without coming across a new article on the outcome of a recently litigated foreclosure defense. The North Carolina Court of Appeals has released several opinions on the subject recently and two of them with disparate outcomes should be of particular interest to real property practitioners. In addressing the first of the two cases we will discuss, *In Re Foreclosure: Gilbert*, (10-361-1) we would observe that the Court of Appeals followed closely the established precedent in North Carolina and this case may be remarkable only in that it took very literal guidance from North Carolina Supreme Court opinions requiring strict proof in foreclosure proceedings.

In 2006, the respondent, Mr. Gilbert, executed a note ("the Note") in favor of First National Bank of Arizona and secured by a Deed of Trust executed by Mr. Gilbert and his wife, on real property located on Ocracoke Island, North Carolina in order to refinance the existing loan on his home. The Deed of Trust designated First National Bank of Anzona as the lender and Matthew J. Ragaller of Casey, Grimsley & Ragaller, PLLC as the trustee. The record before the Court revealed that the note had been assigned repeatedly and the Allonge entered into evidence reflected the following series of endorsements:

Pay to the order of:

First National Bank of Nevada

Without recourse by:

[Signature]

Amy Hawkins, Assistant Vice President  
First National Bank Of Arizona

Pay to the order of:

Residential Funding Corporation

Without recourse

First National Bank of Nevada by: [Signature]

Deutsche Bank National Trust

Company, F/K/A Bankers Trust Company of California, N.A.

as Custodian as Attorney in Fact

[Illegible Name and Title]

Pay to the order of

Deutsche Bank Trust Company Americas as Trustee

Without recourse

Residential Funding Corporation by:

[Signature]

Judy Faber, Vice President

# **Exhibit “E”**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2007111901039001001EEC39

**RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 23****Document ID:** 2007111901039001**Document Date:** 11-01-2007**Preparation Date:** 11-19-2007**Document Type:** MORTGAGE**Document Page Count:** 22**PRESENTER:**

GLOBALSERVE TITLE AGENCY CORP  
3000 MARCUS AVENUE, SUITE 1W12  
LAKE SUCCESS, NY 11042  
516-327-4500  
GST-07-4591-K

**RETURN TO:**

JPMCBNA C/O CHF, LLC  
TRAILING DOCUMENTS  
700 KANSAS LANE MAIL CODE: LA4-4106  
MONROE, LA 71203

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>PROPERTY DATA</b>
BROOKLYN	1661	72	Entire Lot	Address 545 HALSEY STREET
Property Type: DWELLING ONLY - 2 FAMILY				

**CROSS REFERENCE DATA**  
CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**MORTGAGOR/BORROWER:**  
VAN WALKER  
545 HALSEY STREET  
BROOKLYN, NY 11233

**MORTGAGEE/LENDER:**  
JPMORGAN CHASE BANK, N.A.  
1111 POLARIS PARKWAY  
COLUMBUS, OH 43240

**FEES AND TAXES**

<b>Mortgage</b>			<b>Filing Fee:</b>	
Mortgage Amount:	\$	612,000.00		\$ 0.00
Taxable Mortgage Amount:	\$	612,000.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:			NYS Real Estate Transfer Tax:	\$ 0.00
TAXES: County (Basic):	\$	3,060.00		
City (Additional):	\$	6,885.00		
Spec (Additional):	\$	0.00		
TASF:	\$	1,530.00		
MTA:	\$	1,806.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
<b>TOTAL:</b>	\$	13,281.00		
Recording Fee:	\$	147.00		
Affidavit Fee:	\$	0.00		


*Quinton Miller*  
**City Register Official Signature**

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE  
CITY OF NEW YORK**  
Recorded/Filed 12-19-2007 14:01  
City Register File No.(CRFN):  
2007000619476

(GST-07-4591-1C  
BS: 1661 Lot: 72  
TAX # 13,281.00

Return To:  
JPMCBNA c/o CHF, LLC

Attn: Trailing Documents  
700 Kansas Lane Mail Code: LA4-4106  
Monroe, LA 71203

Prepared By:  
Gallego, Juliet

————— [Space Above This Line For Recording Data] —————

## MORTGAGE

### WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Security Instrument." This document, which is dated November 01, 2007 together with all Riders to this document, will be called the "Security Instrument."  
(B) "Borrower."

VAN WALKER

whose address is 545 HALSEY ST  
Brooklyn, NY 11233  
sometimes will be called "Borrower" and sometimes simply "I" or "me."  
(C) "Lender." JPMorgan Chase Bank, N.A.

will be called "Lender." Lender is a corporation or association which exists under the laws of United States . Lender's address is 1111 Polaris Parkway Columbus, OH 43240

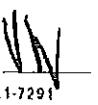
Section: \_\_\_\_\_ Block: 1661 Lot: 72 Unit: \_\_\_\_\_  
1890616862

NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3033 1/01

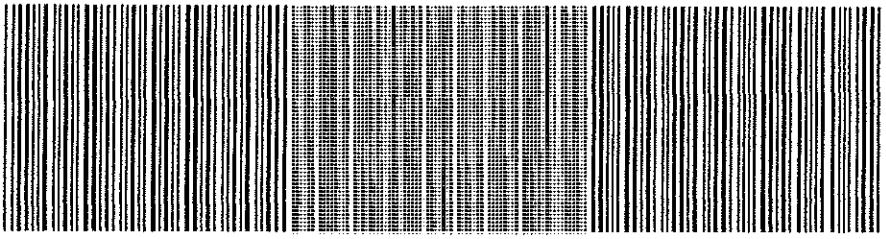
 VMP-6(NY) (0506)

Page 1 of 17

Initials: 

VMP Mortgage Solutions, Inc. (800)521-7291

# **Exhibit “F”**

<b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b>																																												
This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.																																												
2014012300535001001EC056																																												
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<b>PAGE 1 OF 3</b>																																												
<b>Document ID:</b> 2014012300535001		<b>Document Date:</b> 01-08-2014																																										
<b>Preparation Date:</b> 01-23-2014																																												
<b>Document Type:</b> ASSIGNMENT, MORTGAGE																																												
<b>Document Page Count:</b> 2																																												
<b>PRESENTER:</b>  LSI CRS 5 PETERS CANYON ROAD SUITE #200 IRVINE, CA 92606		<b>RETURN TO:</b>  LSI CRS 5 PETERS CANYON ROAD SUITE #200 IRVINE, CA 92606																																										
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Borough</th> <th style="width: 25%;">Block</th> <th style="width: 25%;">Lot</th> <th style="width: 25%;">PROPERTY DATA</th> </tr> <tr> <th>Unit</th> <th></th> <th>Address</th> <th></th> </tr> </thead> <tbody> <tr> <td>BROOKLYN</td> <td>1661</td> <td>72</td> <td>Entire Lot                    545 HALSEY STREET</td> </tr> <tr> <td colspan="4" style="text-align: center;"><b>Property Type:</b> DWELLING ONLY - 1 FAMILY</td> </tr> </tbody> </table>			Borough	Block	Lot	PROPERTY DATA	Unit		Address		BROOKLYN	1661	72	Entire Lot                    545 HALSEY STREET	<b>Property Type:</b> DWELLING ONLY - 1 FAMILY																													
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CRFN: 2007000619476																																												
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<b>ASSIGNEE/NEW LENDER:</b> CHRISTIANA TRUST 1610 EAST ST ANDREW PLACE SANTA ANA, CA 92705																																												
<b>FEES AND TAXES</b>																																												
<table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td><b>Mortgage :</b></td> <td colspan="2"></td> </tr> <tr> <td>Mortgage Amount:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Taxable Mortgage Amount:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Exemption:</td> <td colspan="2"></td> </tr> <tr> <td><b>TAXES:</b> County (Basic):</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>City (Additional):</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Spec (Additional):</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>TASF:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>MTA:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>NYCTA:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Additional MRT:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td><b>TOTAL:</b></td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Recording Fee:</td> <td>\$</td> <td>47.00</td> </tr> <tr> <td>Affidavit Fee:</td> <td>\$</td> <td>0.00</td> </tr> </tbody> </table>			<b>Mortgage :</b>			Mortgage Amount:	\$	0.00	Taxable Mortgage Amount:	\$	0.00	Exemption:			<b>TAXES:</b> County (Basic):	\$	0.00	City (Additional):	\$	0.00	Spec (Additional):	\$	0.00	TASF:	\$	0.00	MTA:	\$	0.00	NYCTA:	\$	0.00	Additional MRT:	\$	0.00	<b>TOTAL:</b>	\$	0.00	Recording Fee:	\$	47.00	Affidavit Fee:	\$	0.00
<b>Mortgage :</b>																																												
Mortgage Amount:	\$	0.00																																										
Taxable Mortgage Amount:	\$	0.00																																										
Exemption:																																												
<b>TAXES:</b> County (Basic):	\$	0.00																																										
City (Additional):	\$	0.00																																										
Spec (Additional):	\$	0.00																																										
TASF:	\$	0.00																																										
MTA:	\$	0.00																																										
NYCTA:	\$	0.00																																										
Additional MRT:	\$	0.00																																										
<b>TOTAL:</b>	\$	0.00																																										
Recording Fee:	\$	47.00																																										
Affidavit Fee:	\$	0.00																																										
<b>RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK</b>  Recorded/Filed 01-27-2014 16:49 City Register File No.(CRFN): <b>2014000032335</b> <p style="margin-left: 20px;"><i>[Signature]</i></p> <p style="text-align: right;"><i>City Register Official Signature</i></p>																																												

After recording please mail to:  
PEIRSONPATTERSON, LLP  
ATTN: RECORDING DEPT.  
13750 OMEGA ROAD  
DALLAS, TX 75244-4505

[Space Above This Line For Recording Data]

Loan No.: 0024797102

## NEW YORK ASSIGNMENT OF MORTGAGE

For Value Received, JPMorgan Chase Bank, National Association, the undersigned holder of a Mortgage (herein "Assignor"), whose address is 1111 POLARIS PARKWAY, COLUMBUS, OH 43240 does hereby grant, sell, assign, transfer and convey, unto Christians Trust, a Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-18, (herein "Assignee"), whose address is 1610 East St. Andrew Place, Suite B150H, Santa Ana, CA 92705, all beneficial interest under a certain Mortgage dated November 1, 2007 and recorded on December 19, 2007, made and executed by VAN WALKER, to and in favor of JPMORGAN CHASE BANK, N.A., upon the following described property situated in KINGS County, State of New York:

Property Address: 545 HALSEY ST, BROOKLYN, NY 11233

BOROUGH: BROOKLYN BLOCK: 1661 LOT: 72

such Mortgage having been given to secure payment of Six Hundred Twelve Thousand and 00/100ths (\$612,000.00), which Mortgage is of record in Book, Volume or Liber No. N/A, at Page N/A (or as No. 2007000619476), in the Office of the County Clerk or Register of KINGS County, State of New York.

This assignment is not subject to the requirements of section two hundred seventy-five of the Real Property Law because it is an assignment within the secondary mortgage market.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on  
01-08-2014.

Assignor:  
JPMorgan Chase Bank, National Association

By:

Angela Burden  
Angela Burden

Its:

Vice President



\* 0 0 2 4 7 9 7 1 0 2 \*

ACKNOWLEDGMENT

State of Louisiana

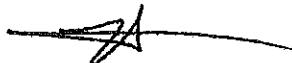
§

County of Ouachita

§

§

On the 8 day of January in the year 2014 before me, the undersigned, personally appeared Angela Bowden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature of Individual Taking Acknowledgment

Y.K. Wilson

Printed Name

Notary Public

Office of Individual Taking Acknowledgment

My Commission Expires: 1/21/24

(Seal)

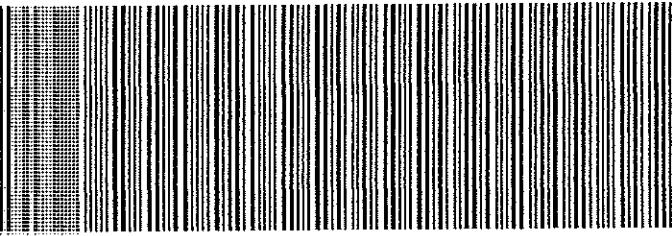
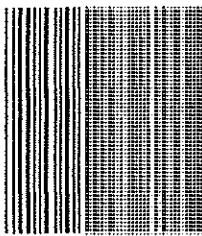
Y. K. WILSON  
OUACHITA PARISH, LOUISIANA  
LIFETIME COMMISSION  
NOTARY ID# 084399



**Exhibit “G”**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2018031300645001001EFEC4

**RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 5**

Document ID: 2018031300645001

Document Date: 10-13-2017

Preparation Date: 03-13-2018

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 3

**PRESENTER:**

CHARLES A BROWN AND ASSOC DBA  
DOCSOLUTION  
2316 SOUTHMORE AVE.  
PASADENA, TX 77502

**RETURN TO:**

CHARLES A BROWN AND ASSOC DBA  
DOCSOLUTION  
2316 SOUTHMORE AVE.  
PASADENA, TX 77502

Borough	Block	Lot	Unit	PROPERTY DATA Address
BROOKLYN	1661	72	Entire Lot	545 HALSEY ST
Property Type: DWELLING ONLY - 1 FAMILY				

**CROSS REFERENCE DATA**

CRFN: 2007000619476

 Additional Cross References on Continuation Page**PARTIES****ASSIGNOR/OLD LENDER:**

CHRISTIANA TRUST  
500 DELAWARE AVE, 11TH FLOOR  
WILMINGTON, DE 19801

**ASSIGNEE/NEW LENDER:**

NORMANDY MORTGAGE DEPOSITOR COMPANY,  
LLC  
500 DELAWARE AVE, 11TH FLOOR  
WILMINGTON, DE 19801

 Additional Parties Listed on Continuation Page**FEES AND TAXES****Mortgage :**

Mortgage Amount: \$ 0.00

**Filing Fee:**

\$ 0.00

Taxable Mortgage Amount: \$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

**Exemption:**

TAXES: County (Basic): \$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 55.00

Affidavit Fee: \$ 0.00

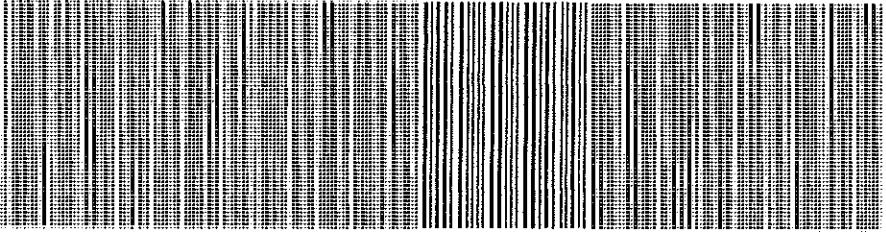
**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE****CITY OF NEW YORK**

Recorded/Filed 03-14-2018 10:17

City Register File No.(CRFN):

2018000087978


*City Register Official Signature*

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER	 2018031300645001001CFC44	
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)		PAGE 2 OF 5
Document ID: 2018031300645001	Document Date: 10-13-2017	Preparation Date: 03-13-2018
Document Type: ASSIGNMENT, MORTGAGE		
CROSS REFERENCE DATA		
CRFN: 2014000032335		
PARTIES		
ASSIGNOR/OLD LENDER: WILMINGTON SAVINGS FUND SOCIETY FSB 500 DELAWARE AVENUE, 11TH FLOOR WILMINGTON, DE 19801	ASSIGNOR/OLD LENDER: NORMANDY MORTGAGE LOAN TRUST SERIES 2013 18 500 DELAWARE STREET, 11TH FLOOR WILMINGTON, DE 19801	

Prepared by, Recording Requested By and Return to:  
Charles Brown  
Brown & Associates  
2316 Southmore  
Pasadena, TX 77502  
713-941-4928



## ASSIGNMENT OF MORTGAGE

Record

1st

FOR VALUE RECEIVED, CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-18, ITS SUCCESSORS AND ASSIGNS, whose address is 500 Delaware Avenue, 11th Floor, Wilmington DE 19801 does hereby assign and transfer to SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC, ITS SUCCESSOR AND ASSIGNS forever and without recourse, whose address is c/o The Palisades Group LLC, 11755 Wilshire Blvd, Suite 1700, Los Angeles, CA 90025 all its right, title and interest in and to the described Mortgage executed by VAN WALKER to JPMORGAN CHASE BANK, N.A. for \$612,000.00 dated 11/1/2007 of record on 12/19/2007 at Document Number 2007000619476, in the KING County Clerk's Office, State of NEW YORK.

Property Address: 545 HALSEY ST, BROOKLYN, NEW YORK 11233  
S/B/L: BLOCK 1661, LOT 72

ASSIGNMENT FROM JPMORGAN CHASE BANK NATIONAL ASSOCIATION TO CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST SERIES 2013-18 DATED 1/8/2014 AND RECORDED 1/27/2014 AS CRFN# 201400032335

Executed this 10/13/2017

CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-18 BY: SELENE FINANCE LP, ITS ATTORNEY-IN-FACT

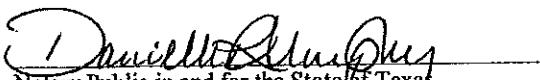
By: NATASHA GUTWILLIG  
Title: ASSIGNMENT MANAGER

POA Recorded on 8/27/2014 as  
CRFN No. 2014000285055

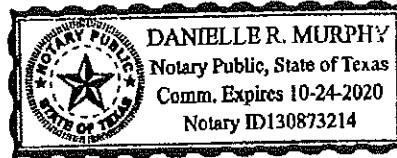
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 10/13/2017 by NATASHA GUTWILLIG the  
ASSIGNMENT MANAGER of for SELENE FINANCE LP, AS ATTORNEY-IN-FACT FOR  
CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS  
TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-18, ITS SUCCESSORS  
AND ASSIGNS, on behalf of said corporation.



Notary Public in and for the State of Texas  
Notary's Printed Name: Danielle R. Murphy  
My Commission Expires: 10/24/2020



For \$612,000.00 dated 11/1/2007



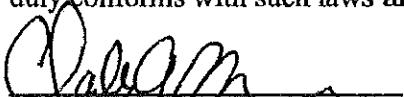
This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an  
assignment within the Secondary Mortgage Market.

## CERTIFICATE OF CONFORMITY

STATE OF TEXAS

COUNTY OF HARRIS

The undersigned does hereby certify that he is an attorney at law duly admitted to practice in the State of Texas and is a resident of Austin, in the State of Texas; that he is a person duly qualified to make this Certificate of Conformity pursuant to Section 299-a of the Real Property Law of the State of New York; that he is fully acquainted with the laws of the State of New York pertaining to the acknowledgment or proof of deeds of real property to be recorded therein; that the foregoing acknowledgment by NATASHA GUTWILLIG named in the forgoing instrument taken before DANIELLE R. MURPHY, a notary in the State of Texas was taken in the manner prescribed by such laws of the State of Texas, being the State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such state.



Charles A. Brown,  
Attorney at Law for the State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this March 13, 2018 by  
Charles A. Brown, Attorney at Law.

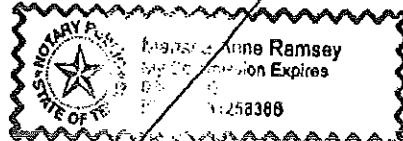
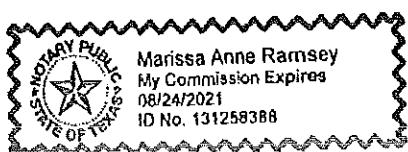


Notary Public, State of Texas

Printed Name:

My commission expires:

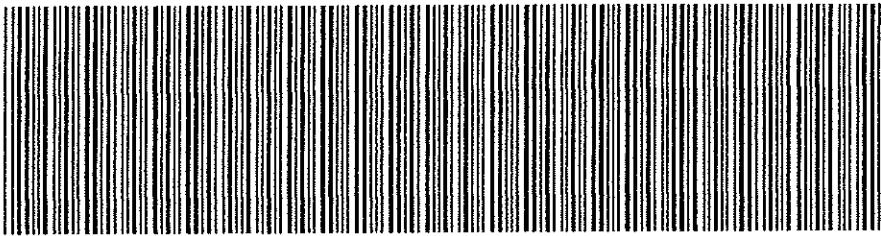
(Seal)



# **Exhibit “H”**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2014082400058001001EA86E

**RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 9****Document ID:** 2014082400058001**Document Date:** 05-15-2014**Preparation Date:** 08-24-2014**Document Type:** POWER OF ATTORNEY**Document Page Count:** 7**PRESENTER:**

DOCSOLUTION, INC.  
10529A FUQUA SUITE 426  
HOUSTON, TX 77089

**RETURN TO:**

DOCSOLUTION, INC.  
10529A FUQUA SUITE 426  
HOUSTON, TX 77089

Borough      Block    Lot

**PROPERTY DATA**  
 Unit      Address
**Property Type:****CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**PARTY ONE:**  
CHRISTIANA TRUST  
500 DELAWARE AVENUE, 11TH FLOOR  
WILMINGTON, DE 19801

**PARTY TWO:**  
SELENE FINANCE LP  
9990 RICHMOND AVENUE, SUITE 400 SOUTH  
HOUSTON, TX 77042

 Additional Parties Listed on Continuation Page**FEES AND TAXES****Mortgage :**

Mortgage Amount: \$ 0.00

**Filing Fee:**

\$ 0.00

Taxable Mortgage Amount: \$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

Exemption: \_\_\_\_\_

NYS Real Estate Transfer Tax:

\$ 0.00

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 72.00

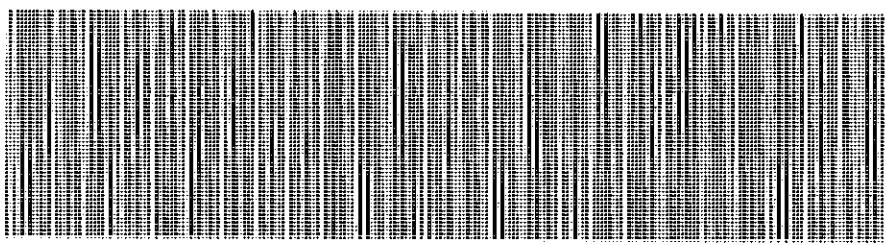
Affidavit Fee: \$ 0.00

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**
**CITY OF NEW YORK**

Recorded/Filed 08-27-2014 12:16

City Register File No.(CRFN):  
2014000285055
*City Register Official Signature*

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2014082400058001001CAAEE

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 9**

**Document ID: 2014082400058001**

**Document Date: 05-15-2014**

**Preparation Date: 08-24-2014**

**Document Type: POWER OF ATTORNEY**

**PARTIES**

**PARTY ONE:**

WILMINGTON SAVINGS FUND SOCIETY FSB  
500 DELAWARE AVENUE, 11TH FLOOR  
WILMINGTON, DE 19801

**PARTY ONE:**

NORMANDY MORTGAGE LOAN TRUST 201318  
500 DELAWARE AVENUE, 11TH FLOOR  
WILMINGTON, DE 19801

### **Limited Power of Attorney**

---

From **CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-18**

500 Delaware Avenue, 11<sup>th</sup> Floor, Wilmington, DE 19801

To **SELENE FINANCE LP**

9990 Richmond Avenue, Suite 400 South, Houston, TX 77402

Document Drafted By  
Selene Finance LP  
9990 Richmond Avenue, Suite 400 South,  
Houston, TX 77402

Recording Requested By and Return To  
Charles A. Brown & Associates, P.L.L.C.  
2316 Southmore  
Pasadena, TX 77502

Document drafted by and  
RECORDING REQUESTED BY:  
Selene Finance LP  
9990 Richmond Avenue, Suite 400 South  
Houston, Texas 77042  
Attention: Shane Ross, COO

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**LIMITED POWER OF ATTORNEY**

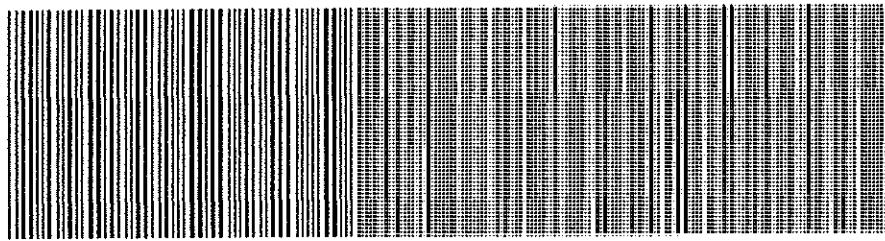
Each trust identified on the attached Schedule A (collectively, the "Trusts"), by and through Christiana Trust, A Division of Wilmington Savings Fund Society, FSB and having an office at 500 Delaware Avenue, 11<sup>th</sup> Floor, Wilmington, Delaware 19801, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Selene Finance LP, ("Servicer") and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (5) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the applicable agreement listed on Schedule B attached hereto (each such agreement, a "Pooling and Servicing Agreement"), and no power is granted hereunder to take any action that would be adverse to the interests of Christiana Trust, A Division of Wilmington Savings Fund Society, FSB. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") and related Properties (as defined below) held by Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee. These Loans are secured by collateral comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, taking deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) and foreclosing on the properties under the Security Instruments.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee in litigation and resolve any litigation where the Servicer has an obligation to defend Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee.

# **Exhibit “I”**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2018031300645002001EFE80

**RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 5****Document ID: 2018031300645002****Document Date: 11-07-2017****Preparation Date: 03-13-2018****Document Type: ASSIGNMENT, MORTGAGE****Document Page Count: 3****PRESENTER:**

CHARLES A BROWN AND ASSOC DBA  
DOCSOLUTION  
2316 SOUTHMORE AVE.  
PASADENA, TX 77502

**RETURN TO:**

CHARLES A BROWN AND ASSOC DBA  
DOCSOLUTION  
2316 SOUTHMORE AVE.  
PASADENA, TX 77502

Borough	Block	Lot	PROPERTY DATA
Unit			Address
BROOKLYN	1661	72	Entire Lot
			545 HALSEY ST

**Property Type:** DWELLING ONLY - 1 FAMILY

**CROSS REFERENCE DATA****CRFN: 2007000619476** Additional Cross References on Continuation Page

<b>PARTIES</b>	
<b>ASSIGNOR/OLD LENDER:</b> NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC C/O THE PALISADES GROUP LLC, 11755 WILSHIRE BLVD STE 1700	<b>ASSIGNEE/NEW LENDER:</b> WILMINGTON SAVINGS FUND SOCIETY, FSB 500 DELAWARE AVE, 11TH FLOOR WILMINGTON, DE 19801
<input checked="" type="checkbox"/> Additional Parties Listed on Continuation Page	
<b>FEES AND TAXES</b>	

**Mortgage :**

Mortgage Amount: \$ 0.00

## Filing Fee:

\$ 0.00

Taxable Mortgage Amount: \$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

## Exemption:

TAXES: County (Basic): \$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 55.00

Affidavit Fee: \$ 0.00



**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

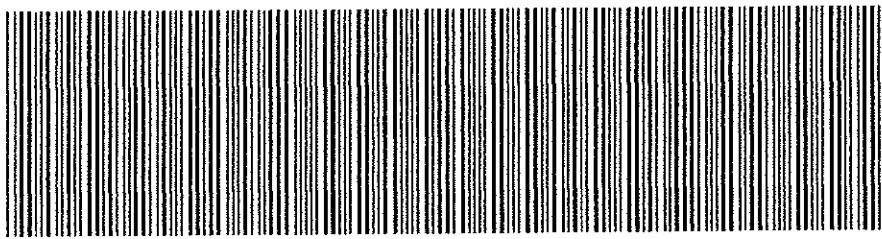
**CITY OF NEW YORK**

Recorded/Filed 03-14-2018 10:17

City Register File No.(CRFN):

2018000087979

*City Register Official Signature*

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER	
2018031300645002001CFC00	
<b>RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)</b> <b>PAGE 2 OF 5</b>	
Document ID: 2018031300645002	Document Date: 11-07-2017
Preparation Date: 03-13-2018	
Document Type: ASSIGNMENT, MORTGAGE	
<b>CROSS REFERENCE DATA</b>	
CRFN: 2014000032335	
<b>PARTIES</b>	
<b>ASSIGNEE/NEW LENDER:</b> CHRISTIANA TRUST 500 DELAWARE STREET, 11TH FLOOR WILMINGTON, DE 19801	<b>ASSIGNEE/NEW LENDER:</b> NORMANDY MORTGAGE LOAN TRUST SERIES 2017 1 500 DELAWARE STREET, 11TH FLOOR WILMINGTON, DE 19801

Prepared by, Recording Requested By and Return to:  
Charles Brown  
Brown & Associates  
2316 Southmore  
Pasadena, TX 77502  
713-941-4928



## ASSIGNMENT OF MORTGAGE

Record 2<sup>nd</sup>

FOR VALUE RECEIVED, SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC, ITS SUCCESSORS AND ASSIGNS, whose address is c/o The Palisades Group LLC,, 11755 Wilshire Blvd, Suite 1700, Los Angeles, CA 90025 does hereby assign and transfer to WILMINGTON SAVINGS FUND SOCIETY, FSB, DBA CHRISTIANA TRUST, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2017-1, ITS SUCCESSOR AND ASSIGNS forever and without recourse, whose address is 500 Delaware Avenue, 11th Floor, Wilmington DE 19801 all its right, title and interest in and to the described Mortgage executed by VAN WALKER to JPMORGAN CHASE BANK, N.A. for \$612,000.00 dated 11/1/2007 of record on 12/19/2007 at Document Number 2007000619476, in the KINGS County Clerk's Office, State of NEW YORK.

Property Address: 545 HALSEY ST, BROOKLYN, NEW YORK 11233  
S/B/L: BLOCK 1661, LOT 72

ASSIGNMENT FROM JPMORGAN CHASE BANK NATIONAL ASSOCIATION TO CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST SERIES 2013-18 DATED 1/8/2014 AND RECORDED 1/27/2014 AS CRFN# 2014000032335

\* Executed this 11/7/2017

SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC

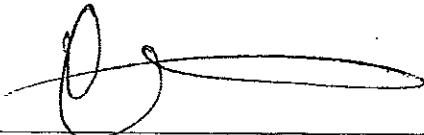
Monica Margeit  
By: Monica Margeit  
Title: AUTHORIZED SIGNATORY

\* ASSIGNMENT FROM CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-18 TO SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC, DATED 10/13/2017 AND RECORDED CONCURRENTLY HEREWITH.

STATE OF TEXAS

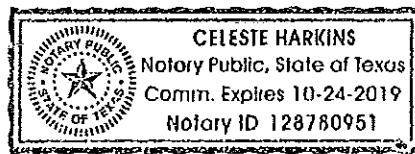
COUNTY OF Dallas

This instrument was acknowledged before me on W/1/2017 by Monica Hargett  
the AUTHORIZED SIGNATORY of for SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR  
COMPANY, LLC, ITS SUCCESSORS AND ASSIGNS, on behalf of said limited liability company.



Notary Public in and for the State of Texas  
Notary's Printed Name: CELESTE HARKINS  
My Commission Expires: 10/24/19

For \$612,000.00 dated 11/1/2007



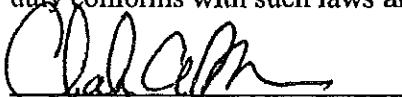
This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the Secondary Mortgage Market.

## CERTIFICATE OF CONFORMITY

STATE OF TEXAS

COUNTY OF HARRIS

The undersigned does hereby certify that he is an attorney at law duly admitted to practice in the State of Texas and is a resident of Austin, in the State of Texas; that he is a person duly qualified to make this Certificate of Conformity pursuant to Section 299-a of the Real Property Law of the State of New York; that he is fully acquainted with the laws of the State of New York pertaining to the acknowledgment or proof of deeds of real property to be recorded therein; that the foregoing acknowledgment by **MONICA HARGETT** named in the forgoing instrument taken before **CELESTE HARKINS**, a notary in the State of Texas was taken in the manner prescribed by such laws of the State of Texas, being the State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such state.



Charles A. Brown,  
Attorney at Law for the State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this March 13, 2018 by  
Charles A. Brown, Attorney at Law.

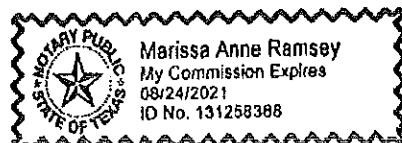


Notary Public, State of Texas

Printed Name:

My commission expires:

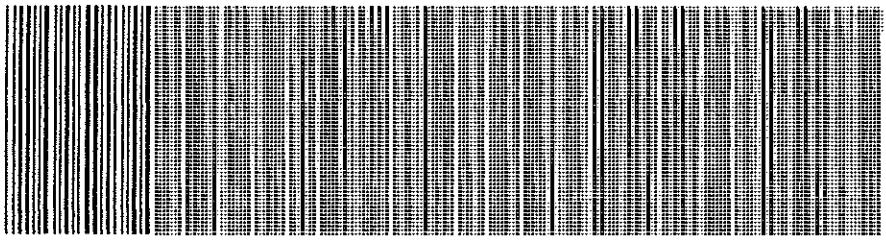
(Seal)



# **Exhibit "J"**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2019021101345002001EC003

**RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 4****Document ID:** 2019021101345002**Document Date:** 12-20-2018**Preparation Date:** 02-11-2019**Document Type:** ASSIGNMENT, MORTGAGE**Document Page Count:** 2**PRESENTER:**

CHARLES A BROWN AND ASSOC DBA  
DOCSOLUTION  
2316 SOUTHMORE AVE.  
PASADENA, TX 77502

**RETURN TO:**

CHARLES A BROWN AND ASSOC DBA  
DOCSOLUTION  
2316 SOUTHMORE AVE.  
PASADENA, TX 77502

Borough	Block	Lot	Unit	PROPERTY DATA Address
BROOKLYN	1661	72	Entire Lot	545 HALSEY ST

**Property Type:** DWELLING ONLY - 2 FAMILY

**CROSS REFERENCE DATA**

CRFN: 2007000619476

**PARTIES**

**ASSIGNOR/OLD LENDER:**  
WILMINGTON SAVINGS FUND SOCIETY FSB  
500 DELAWARE AVENUE 11TH FLOOR  
WILMINGTON, DE 19801

**ASSIGNEE/NEW LENDER:**  
NORMANDY MORTGAGE ACQUISITION COMPANY  
LLC  
C/O THE PALISADES GROUP LLC, 11755 WILSHIRE  
BLVD STE 1700  
LOS ANGELES, CA 90025

Additional Parties Listed on Continuation Page

**FEES AND TAXES****Mortgage :**

Mortgage Amount:	\$ 0.00
------------------	---------

Taxable Mortgage Amount:	\$ 0.00
--------------------------	---------

Exemption:	
------------	--

TAXES: County (Basic):	\$ 0.00
------------------------	---------

City (Additional):	\$ 0.00
--------------------	---------

Spec (Additional):	\$ 0.00
--------------------	---------

TASF:	\$ 0.00
-------	---------

MTA:	\$ 0.00
------	---------

NYCTA:	\$ 0.00
--------	---------

Additional MRT:	\$ 0.00
-----------------	---------

<b>TOTAL:</b>	\$ 0.00
---------------	---------

Recording Fee:	\$ 47.00
----------------	----------

Affidavit Fee:	\$ 0.00
----------------	---------

**Filing Fee:**

NYC Real Property Transfer Tax:	\$ 0.00
---------------------------------	---------

NYS Real Estate Transfer Tax:	\$ 0.00
-------------------------------	---------

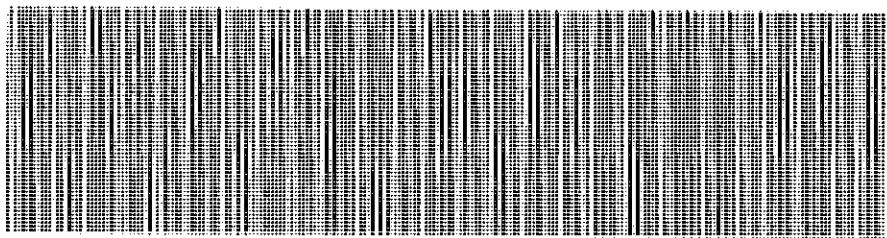
**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE****CITY OF NEW YORK**

Recorded/Filed 02-12-2019 16:53

City Register File No.(CRFN):  
2019000049541

City Register Official Signature

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



**2019021101345002001CC283**

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 4**

**Document ID:** 2019021101345002      **Document Date:** 12-20-2018      **Preparation Date:** 02-11-2019  
**Document Type:** ASSIGNMENT, MORTGAGE

**PARTIES**

**ASSIGNOR/OLD LENDER:**  
CHRISTIANA TRUST  
500 DELAWARE AVENUE 11TH FLOOR  
WILMINGTON, DE 19801

**ASSIGNOR/OLD LENDER:**  
NORMANDY MORTGAGE LOAN TRUST SERIES 2017  
1  
500 DELAWARE AVENUE 11TH FLOOR  
WILMINGTON, DE 19801

Prepared by, Recording Requested By and Return to:

Charles Brown  
Brown & Associates  
2316 Southmore  
Pasadena, TX 77502  
713-941-4928

Client Id: Pa1/AOL  
Loan #: 0101100132



## ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS LEGAL TITLE TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2017-1, ITS SUCCESSORS AND ASSIGNS, whose address is 500 Delaware Avenue, 11th Floor, Wilmington DE 19801 does hereby assign and transfer to NORMANDY MORTGAGE ACQUISITION COMPANY, LLC, ITS SUCCESSOR AND ASSIGNS forever and without recourse, whose address is c/o The Palisades Group, LLC, 11755 Wilshire Blvd., Suite 1700, Los Angeles, CA 90025 all its right, title and interest in and to the described Mortgage executed by VAN WALKER to JPMORGAN CHASE BANK, N.A. for \$612,000.00 dated 11/1/2007 of record on 12/19/2007 at Document Number 2007000619476, in the KINGS County Clerk's Office, State of NEW YORK.

Property Address: 545 HALSEY ST, BROOKLYN, NEW YORK 11233  
S/B/L: BLOCK: 1661 LOT: 72

ASSIGNMENT FROM JPMORGAN CHASE BANK, NATIONAL ASSOCIATION TO CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST SERIES 2013-18 DATED 1/8/2014 AND RECORDED ON 1/27/2014 AS CRFN# 2014000032335  
ASSIGNMENT FROM CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST SERIES 2013-18 TO SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY LLC DATED 10/13/2017 AND RECORDED ON 3/14/2018 AS CRFN# 2018000087978  
ASSIGNMENT FROM SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC TO WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2017-1, ITS SUCCESSOR ASSIGNS, DATED 11/7/2017 AND RECORDED ON 3/14/2018 AS CRFN NO. 2018000087979.

Executed this 12/20/2016

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS LEGAL TITLE TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2017-1 BY: NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC, ITS ATTORNEY-IN-FACT

POA Recorded: Concurrently Herewith

By: Authorized Signatory CELESTE HARKINS  
Title: Authorized Signatory

STATE OF Texas  
COUNTY OF Dallas

Before me, the undersigned officer, on this day, personally appeared CELESTE HARKINS the AUTHORIZED SIGNATORY of NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC, ATTORNEY-IN-FACT WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS LEGAL TITLE TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2017-1, ITS SUCCESSORS AND ASSIGNS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 12/20/18.

Alison Bryant  
Notary Public in and for the State of Texas  
Notary's Printed Name: Alison Bryant  
My Commission Expires: 4/23/22

For \$612,000.00 dated 11/1/2007



This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the Secondary Mortgage Market.

# Exhibit ‘K’

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2019021101345003001E003E

**RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 4****Document ID:** 2019021101345003

Document Date: 12-20-2018

Preparation Date: 02-11-2019

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 2

**PRESENTER:**

CHARLES A BROWN AND ASSOC DBA  
DOCSOLUTION  
2316 SOUTHMORE AVE.  
PASADENA, TX 77502

**RETURN TO:**

CHARLES A BROWN AND ASSOC DBA  
DOCSOLUTION  
2316 SOUTHMORE AVE.  
PASADENA, TX 77502

Borough	Block	Lot	Unit	PROPERTY DATA Address
BROOKLYN	1661	72	Entire Lot	545 HALSEY ST
Property Type: DWELLING ONLY - 2 FAMILY				

CRFN: 2007000619476

**CROSS REFERENCE DATA**

**ASSIGNOR/OLD LENDER:**  
NORMANDY MORTGAGE ACQUISITION COMPANY  
LLC  
C/O THE PALISADES GROUP LLC, 11755 WILSHIRE  
BLVD STE 1700

**PARTIES**

**ASSIGNEE/NEW LENDER:**  
WILMINGTON SAVINGS FUND SOCIETY FSB  
C/O SELENE FINANCE LP, 9990 RICHMOND AVE STE  
400 SOUTH  
HOUSTON, TX 77042

Additional Parties Listed on Continuation Page

**FEES AND TAXES**

Mortgage :	
Mortgage Amount:	\$ 0.00
Taxable Mortgage Amount:	\$ 0.00
Exemption:	
TAXES: County (Basic):	\$ 0.00
City (Additional):	\$ 0.00
Spec (Additional):	\$ 0.00
TASF:	\$ 0.00
MTA:	\$ 0.00
NYCTA:	\$ 0.00
Additional MRT:	\$ 0.00
TOTAL:	\$ 0.00
Recording Fee:	\$ 47.00
Affidavit Fee:	\$ 0.00

Filing Fee:	\$ 0.00
NYC Real Property Transfer Tax:	\$ 0.00
NYS Real Estate Transfer Tax:	\$ 0.00

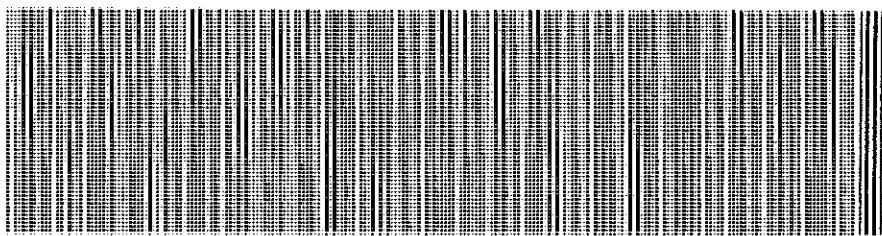
**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**
**CITY OF NEW YORK**

Recorded/Filed 02-12-2019 16:53  
City Register File No.(CRFN):  
2019000049542



City Register Official Signature

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2019021101345003001C02BE

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 4**

Document ID: 2019021101345003

Document Date: 12-20-2018

Preparation Date: 02-11-2019

Document Type: ASSIGNMENT, MORTGAGE

**PARTIES**

**ASSIGNEE/NEW LENDER:**

AERO MORTGAGE LOAN TRUST 2017 1  
C/O SELENE FINANCE LP, 9990 RICHMOND AVE STE  
400 SOUTH  
HOUSTON, TX 77042

Prepared by, Recording Requested By and Return to:  
Charles Brown  
Brown & Associates  
2316 Southmore  
Pasadena, TX 77502  
713-941-4928

Client Id: Pal/AOL  
Loan #: 0101100132



## ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, NORMANDY MORTGAGE ACQUISITION COMPANY, LLC, ITS SUCCESSORS AND ASSIGNS, whose address is c/o The Palisades Group LLC, 11755 Wilshire Blvd, Suite 1700, Los Angeles, CA 90025 does hereby assign and transfer to WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE, ON BEHALF OF AERO MORTGAGE LOAN TRUST 2017-1, ITS SUCCESSOR AND ASSIGNS forever and without recourse, whose address is c/o Selene Finance, LP, 9990 RICHMOND AVENUE; STE 400 SOUTH, HOUSTON, TEXAS 77042 all its right, title and interest in and to the described Mortgage executed by VAN WALKER to JPMORGAN CHASE BANK, N.A. for \$612,000.00 dated 11/1/2007 of record on 12/19/2007 at Document Number 2007000619476, in the KING County Clerk's Office, State of NEW YORK.

Property Address: 545 HALSEY ST, BROOKLYN, NEW YORK 11233  
S/B/L: BLOCK: 1661 LOT: 72

ASSIGNMENT FROM JPMORGAN CHASE BANK, NATIONAL ASSOCIATION TO CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST SERIES 2013-18 DATED 1/8/2014 AND RECORDED ON 1/27/2014 AS CRFN# 2014000032335  
ASSIGNMENT FROM CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST SERIES 2013-18 TO SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY LLC DATED 10/13/2017 AND RECORDED ON 3/14/2018 AS CRFN# 201800087978  
ASSIGNMENT FROM SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC TO WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2017-1, ITS SUCCESSOR ASSIGNS. DATED 11/7/2017 AND RECORDED ON 3/14/2018 AS CRFN NO. 201800087979.

Executed this 12/20/2018

NORMANDY MORTGAGE ACQUISITION COMPANY, LLC

By: CELESTE HARKINS  
Title: AUTHORIZED SIGNATORY

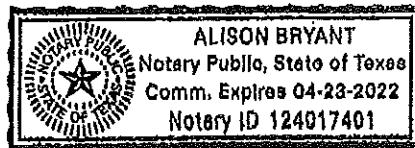
STATE OF TEXAS  
COUNTY OF Dallas

Before me, the undersigned officer, on this day, personally appeared CELESTE HARKINS, the AUTHORIZED SIGNATORY of NORMANDY MORTGAGE ACQUISITION COMPANY, LLC, ITS SUCCESSORS AND ASSIGNS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 12/20/18.

*Alison Bryant*  
Notary Public in and for the State of TEXAS  
Notary's Printed Name: Allison Bryant  
My Commission Expires: 4/23/22

For \$612,000.00 dated 11/1/2007



This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the Secondary Mortgage Market.

**Exhibit “L”**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2019110500514001001E6BD1

**RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 12**

**Document ID:** 2019110500514001      **Document Date:** 08-29-2019      **Preparation Date:** 11-05-2019  
**Document Type:** MORTGAGE AND CONSOLIDATION  
**Document Page Count:** 11

**PRESENTER:**

SERVICELINK - LOAN MODIFICATION  
3220 EL CAMINO REAL  
IRVINE, CA 92602

**RETURN TO:**

SERVICELINK - LOAN MODIFICATION  
3220 EL CAMINO REAL  
IRVINE, CA 92602

Borough	Block	Lot	PROPERTY DATA
			Unit      Address
BROOKLYN	1661	72	Entire Lot      545 HALSEY STREET
Property Type: DWELLING ONLY - 2 FAMILY			

**CROSS REFERENCE DATA**

CRFN: 2007000619476

**PARTIES**

**MORTGAGOR:**  
VAN WALKER  
545 HALSEY ST  
BROOKLYN, NY 11233

**MORTGAGEE:**  
SELENE FINANCE LP  
9990 RICHMOND AVE, STE 400 S  
HOUSTON, TX 77042

**FEES AND TAXES****Mortgage :**

Mortgage Amount:	\$	1,011,000.00
Taxable Mortgage Amount:	\$	399,922.33
Exemption:		
TAXES: County (Basic):	\$	1,999.50
City (Additional):	\$	3,999.00
Spec (Additional):	\$	0.00
TASF:	\$	999.75
MTA:	\$	1,169.70
NYCTA:	\$	0.00
Additional MRT:	\$	0.00
<b>TOTAL:</b>	\$	<b>8,167.95</b>
Recording Fee:	\$	92.00
Affidavit Fee:	\$	0.00

Filing Fee:	\$	0.00
NYC Real Property Transfer Tax:	\$	0.00
NYS Real Estate Transfer Tax:	\$	0.00

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**  
Recorded/Filed 11-07-2019 09:57  
City Register File No.(CRFN):  
2019000362357



City Register Official Signature

After Recording Please Mail To:  
ServiceLink  
Attn: Loan Modification Solutions  
3220 El Camino Real  
Irvine, CA 92602

Section/Block/Lot 1661-72

"The Premises is or will be improved with  
a one or two family house or dwelling"

*[Space Above This Line For Recording Data]*

Original Principal Amount \$612,000.00	Investor Loan No: 7000062513
Unpaid Principal Amount \$611,077.67	Loan No: 10091353
New Principal Amount \$1,011,000.00	
Total Cap Amount \$399,922.33	19408

*(9/11/18418 Sel)*

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of August, 2019, between VAN WALKER ("Borrower") whose address is 545 HALSEY ST, BROOKLYN, NY 11233 and SELENE FINANCE LP, as attorney in fact for Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Trustee, of Aero Mortgage Loan Trust 2017-1 ("Lender") whose address is 9990 RICHMOND AVE, STE 400 S, HOUSTON, TX 77042, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated November 1, 2007, in the amount of \$612,000.00 and recorded on December 19, 2007 in Book, Volume, or Liber No. , at Page , at Page (or as Instrument No. 2007000619476) , of the Official (Name of Records) Records of KINGS, NEW YORK (County and State, or other jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

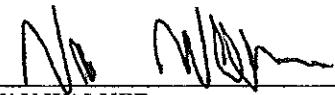
545 HALSEY ST, BROOKLYN, NY 11233  
(Property Address)

the real property described being set forth as follows:  
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**CHAIN OF TITLE: SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF:**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):





VAN WALKER

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

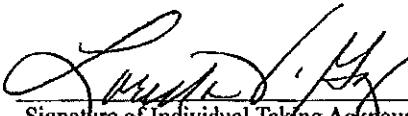
(Seal)  
-Borrower

#### ACKNOWLEDGMENT

State of New York  
County of Queens

§  
§  
§

On the 19<sup>th</sup> day of September, in the year 2019 before me,  
Loretta V. Guy, the undersigned, a Notary Public in and for said State, personally  
appeared VAN WALKER personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
individual(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she executed  
the same in his/her capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person  
upon behalf of which the individual(s) acted, executed the instrument.



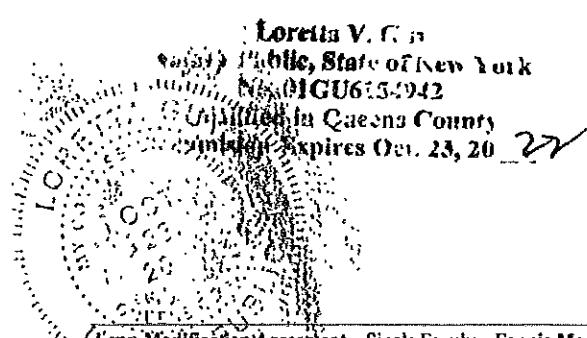
Signature of Individual Taking Acknowledgment

Loretta V. Guy  
Printed Name

204-041611/Notary Public Only 11403  
Office of Individual Taking Acknowledgment

(Seal)

My Commission Expires: 10-23-2022



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
**SELENE FINANCE LP**, as attorney in fact for Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Trustee, of Aero Mortgage Loan Trust 2017-1

By:

Assistant Vice President

-Lender

Date of Lender's Signature

POA Recorded 10-10-2019

CRFN: 2019000329883

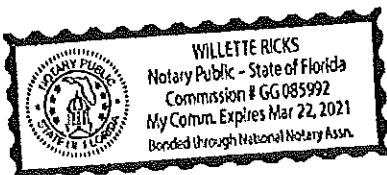
Kings County, New York

**ACKNOWLEDGMENT**

State of Florida §  
 County of Duval §

On this 24<sup>th</sup> day of Sept in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Tonya Higginbotham the Assistant Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jacksonville in Florida Duval  
 (insert the city or other political subdivision) (and insert the State and County or other place the acknowledgment was taken)

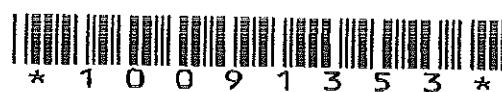


Signature of Individual Taking Acknowledgment

Willette Ricks  
 Printed Name  
 Notary

Office of Individual Taking Acknowledgment

(Seal) My Commission Expires: 3/22/2021



# Exhibit “M”

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2020060500342001001E8A2E

**RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 6****Document ID:** 2020060500342001

Document Date: 04-23-2020

Preparation Date: 06-05-2020

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 4

**PRESENTER:**

MERIDIAN ASSET SERVICES  
3201 34TH STREET SOUTH  
SUITE 310  
SAINT PETERSBURG, FL 33711  
SUPPORT@SIMPLIFILE.COM

**RETURN TO:**

MERIDIAN ASSET SERVICES LLC  
3201 34TH STREET SOUTH SUITE 310  
ST. PETERSBURG, FL 33711  
SUPPORT@SIMPLIFILE.COM

Borough	Block	Lot	PROPERTY DATA
			Unit      Address
BROOKLYN	1661	72	Entire Lot      545 HALSEY STREET
Property Type: DWELLING ONLY - 1 FAMILY			

**CROSS REFERENCE DATA**

CRFN: 2007000619476

**PARTIES**

**ASSIGNOR/OLD LENDER:**  
WILMINGTON SAVINGS FUND SOCIETY FSB  
6001 BOLD RULER WAY SUITE 110  
AUSTIN, TX 78746

**ASSIGNEE/NEW LENDER:**  
WILMINGTON SAVINGS FUND SOCIETY FSB  
500 DELAWARE AVENUE 11TH FLOOR  
WILMINGTON, DE 19801

 Additional Parties Listed on Continuation Page
**FEES AND TAXES**

Mortgage :	
Mortgage Amount:	\$ 0.00
Taxable Mortgage Amount:	\$ 0.00
Exemption:	
TAXES: County (Basic):	\$ 0.00
City (Additional):	\$ 0.00
Spec (Additional):	\$ 0.00
TASF:	\$ 0.00
MTA:	\$ 0.00
NYCTA:	\$ 0.00
Additional MRT:	\$ 0.00
<b>TOTAL:</b>	<b>\$ 0.00</b>
Recording Fee:	\$ 57.00
Affidavit Fee:	\$ 0.00

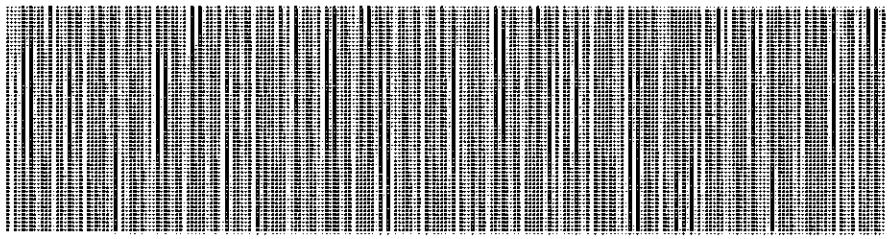
Filing Fee:	\$ 0.00
NYC Real Property Transfer Tax:	\$ 0.00
NYS Real Estate Transfer Tax:	\$ 0.00

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**
**CITY OF NEW YORK**

Recorded/Filed 06-05-2020 12:41  
City Register File No.(CRFN):  
2020000164841


*City Register Official Signature*

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2020060500342001001C88AE

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 6**

**Document ID:** 2020060500342001

Document Date: 04-23-2020

Preparation Date: 06-05-2020

Document Type: ASSIGNMENT, MORTGAGE

**PARTIES**

**ASSIGNOR/OLD LENDER:**

AERO MORTGAGE LOAN TRUST 2017 1  
6001 BOLD RULER WAY SUITE 110  
AUSTIN, TX 78746

**PARTIES**

**ASSIGNEE/NEW LENDER:**

CHRISTIANA TRUST  
500 DELAWARE AVENUE 11TH FLOOR  
WILMINGTON, DE 19801

**ASSIGNEE/NEW LENDER:**

NNPL TRUST SERIES 2012-1  
500 DELAWARE AVENUE 11TH FLOOR  
WILMINGTON, DE 19801

Prepared by, Recording Requested By and Return to:

Charles A. Brown & Associates, P.L.L.C.  
Charles A. Brown, Attorney at Law  
2316 Southmore  
Pasadena, TX 77502  
713-941-4928

Charles A. Brown & Associates, P.L.L.C. d/b/a DocSolution, Inc. did not prepare a title search of the property encumbered by the security instrument described below. The preparer of this document makes no representation as to the status of the title, loan history, property use or zoning regulations concerning described property herein assigned, transferred or conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and/or their agent. No boundary survey was made at the time of this assignment, transfer or conveyance.

Client Id: Pa1/AOL  
Loan #: [REDACTED]



## ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE, ON BEHALF OF AERO MORTGAGE LOAN TRUST 2017-1, ITS SUCCESSORS AND ASSIGNS, whose address is c/o The Palisades Group LLC, 6001 Bold Ruler Way, Suite 110, Austin, TX 78746 does hereby assign and transfer to WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS CERTIFICATE TRUSTEE FOR NNPL TRUST SERIES 2012-1, ITS SUCCESSORS AND ASSIGNS, forever and without recourse, whose address is c/o Christiana Trust, a division of Wilmington Savings Fund Society, FSB, 500 Delaware Avenue, 11th Floor, Wilmington, DE 19801 all its right, title and interest in and to the described Mortgage executed by VAN WALKER to JPMORGAN CHASE BANK, N.A. for \$612,000.00 dated 11/1/2007 of record on 12/19/2007 at Document Number 2007000619476, in the KINGS County Clerk's Office, State of NEW YORK.

Property Address: 545 HALSEY ST, BROOKLYN, NEW YORK 11233  
S/B/L: BLOCK: 1661 LOT: 72

ASSIGNMENT CHAIN: SEE ATTACHED EXHIBIT "A"

Executed this April 23, 2020

WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE, ON BEHALF OF AERO MORTGAGE LOAN TRUST 2017-1 BY AND THROUGH ITS ATTORNEY IN FACT, PALISADES INVESTMENT PARTNERS II, LLC

By: Matthew Mustich  
Title: AUTHORIZED SIGNATORY

BATCH#11795, POA WAS RECORDED IN NEW YORK CITY, NY, ON 3/18/2020,  
INST#2020000099454

STATE OF TEXAS

COUNTY OF Dallas

Before me, the undersigned officer, on this day, personally appeared Matthew Mustich the AUTHORIZED SIGNATORY of Palisades Investment Partners II, LLC as attorney in fact for WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE, ON BEHALF OF AERO MORTGAGE LOAN TRUST 2017-1, ITS SUCCESSORS AND ASSIGNS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 4/23/2020

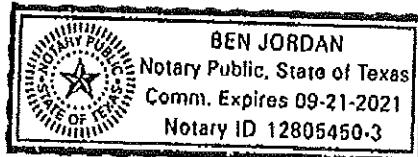


Notary Public in and for the State of TEXAS

Notary's Printed Name: Ben Jordan

My Commission Expires: 9/30/21

For \$612,000.00 dated 11/1/2007



This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the Secondary Mortgage Market.

**EXHIBIT "A"**

**Assignment Chain**

**Mortgage**

Lender: JPMORGAN CHASE BANK, N.A.

Borrower: VAN WALKER

Origination Balance: \$612,000.00

Origination Date: 11/01/2007

Recording Date: 12/19/2007

Mortgage Recording Book: N/A; Page: N/A; Instrument: 2007000619476

Details:

Assigned From: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION  
To: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY,  
FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-18  
AOM Recorded: 01/27/2014  
AOM Recording Book: N/A; Page: N/A; DocumentNo: 2014000032335  
Details:

Assigned From: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY,  
FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-18  
To: SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC  
AOM Recorded: 03/14/2018  
AOM Recording Book: N/A; Page: N/A; DocumentNo: 2018000087978  
Details:

Assigned From: SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC  
To: WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS  
TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2017-1  
AOM Recorded: 03/14/2018  
AOM Recording Book: N/A; Page: N/A; DocumentNo: 2018000087979  
Details:

Assigned From: WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT  
IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS LEGAL TITLE TRUSTEE FOR  
NORMANDY MORTGAGE LOAN TRUST, SERIES 2017-1  
To: NORMANDY MORTGAGE ACQUISITION COMPANY, LLC  
AOM Recorded: 02/12/2019  
AOM Recording Book: N/A; Page: N/A; DocumentNo: 2019000049541  
Details:

Assigned From: NORMANDY MORTGAGE ACQUISITION COMPANY, LLC  
To: WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL  
CAPACITY BUT SOLELY AS TRUSTEE, ON BEHALF OF AERO MORTGAGE LOAN  
TRUST 2017-1

AOM Recorded: 02/12/2019  
AOM Recording Details: Book: N/A; Page: N/A; Document No: 2019000049542

MODIFICATION  
DATE: 08/29/2019  
RECORDING DATE: 11/07/2019  
INSTR#: 2019000362357  
NEW MONEY AMOUNT: \$399,922.33  
BALANCE: \$1,011,000.00

**Exhibit “N”**

<b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b>				
This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.		2020031601152001001E2D46		
<b>RECORDING AND ENDORSEMENT COVER PAGE</b>				
<b>PAGE 1 OF 6</b>				
<b>Document ID:</b> 2020031601152001		<b>Document Date:</b> 09-17-2018		<b>Preparation Date:</b> 03-16-2020
<b>Document Type:</b> POWER OF ATTORNEY				
<b>Document Page Count:</b> 5				
<b>PRESENTER:</b>  MERIDIAN ASSET SERVICES 3201 34TH STREET SOUTH SUITE 310 SAINT PETERSBURG, FL 33711 SUPPORT@SIMPLIFILE.COM		<b>RETURN TO:</b>  MERIDIAN ASSET SERVICES, LLC 3201 34TH STREET SOUTH SUITE 310 ST. PETERSBURG, FL 33711 SUPPORT@SIMPLIFILE.COM		
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>PROPERTY DATA</b>	
BROOKLYN	8665	1118	Entire Lot	2964 BRIGHTON 6 STREET
<b>Property Type:</b> DWELLING ONLY - 1 FAMILY				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	8665	1113	Entire Lot	2964 BRIGHTON 6 STREET
<b>Property Type:</b> DWELLING ONLY - 1 FAMILY				
<b>CROSS REFERENCE DATA</b>				
CRFN _____ or DocumentID _____ or Year _____ Reel _____ Page _____ or File Number _____				
<b>PARTIES</b>				
<b>PARTY ONE:</b> WILMINGTON SAVINGS FUND SOCIETY, FSB 11755 WILSHIRE BLVD SUITE 1700 LOS ANGELES, CA 90025		<b>PARTY TWO:</b> PALISADES INVESTMENT PARTNERS II, LLC 11755 WILSHIRE BLVD SUITE 1700 LOS ANGELES, CA 90025		
<b>FEES AND TAXES</b>				
<b>Mortgage :</b>				
Mortgage Amount:	\$	0.00	Filing Fee:	\$ 0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:				
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	\$ 0.00
City (Additional):	\$	0.00		
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
<b>TOTAL:</b>	\$	0.00		
Recording Fee:	\$	65.00		
Affidavit Fee:	\$	0.00		
<b>RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK</b>				
Recorded/Filed 03-18-2020 16:40 City Register File No.(CRFN): 20200000099454				
 <i>Janet M. Hill</i> City Register Official Signature				

2/25/2020

Landmark Web Official Records Search

CFN # 2019055995, OR BK: 4243 PG: 113, Pages 1 / 5, Recorded 10/21/2019 7:16 AM, Doc: PA  
 TARA S. GREEN Clerk Circuit Court, Clay County, FL Rec: \$44.00  
 Deputy Clerk THACKERD

### POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS,** that *Wilmington Savings Fund Society, FSB*, not in its individual capacity but solely as Trustee of *Aero Mortgage Loan Trust 2017-1*,<sup>\*</sup> as Transferor (the "Transferor") pursuant to that certain Trust Agreement, dated as of December 11, 2017, (as it may be amended from time to time, the "Agreement") by and among Transferor, *Aero Credit Opportunities Fund I, LP*, and *Palisades Investment Partners II, LLC*,<sup>\*\*</sup> on its own behalf, as Transferee (the "Transferee"), hereby constitutes and appoints Transferee, the Transferor's true and lawful Attorney-in-Fact, in the Transferor's name, place and stead and for the Transferor's benefit, in connection with all (i) real-estate owned property (singularly referred to herein as "REO Property" and collectively referred to herein as "REO Properties") and (ii) mortgage loans (the "Loans" and together with the REO Properties, the "Assets"), in each case sold, transferred, conveyed, and assigned by Transferor to Transferee pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Transferor necessary and appropriate to effectuate such sale, transfer, conveyance, and assignment and delivery of such Assets, including but not limited to the following enumerated transactions in respect of any of the mortgages or deeds of trust (singularly referred to herein as the "Mortgage" and the "Deed of Trust" and collectively referred to herein as the "Mortgages" and the "Deeds of Trust," respectively), and promissory notes secured thereby (singularly referred to herein as the "Mortgage Note" and collectively referred to herein as the "Mortgage Notes"), deeds and any other loan documents executed in connection with the making and servicing of the related Assets (singularly referred to herein as the "Other Loan Document" and collectively referred to herein as the "Other Loan Documents," for which the undersigned is acting as Transferor (whether the undersigned is named therein as owner, mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any Mortgage or Deed of Trust).

1. This appointment of the Attorney-in-Fact (this "Appointment") shall include the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:
  - a. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued.
  - b. The execution of loan modification agreements or forbearance agreements related to any Mortgage or Deed of Trust, Mortgage Note, or any other documents related to the Loans.
  - c. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain. This Section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
  - d. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as REO Property, or conveyance of title to REO Property.
  - e. The completion of loan assumption agreements.
  - f. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

\*Wilmington Savings Funding Society, FSB not in its individual capacity but solely as Trustee of Aero Mortgage Loan Trust 2017-1, c/o The Palisades Group LLC, 11755 Wilshire Blvd, Suite 1700, Los Angeles, CA 90025

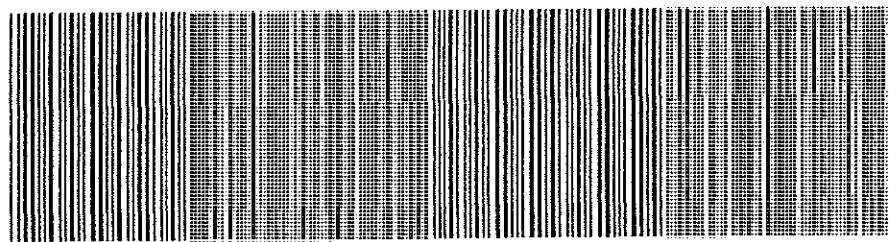
\*\*Aero Credit Opportunities Fund I, LP, c/o The Palisades Group LLC, 11755 Wilshire Blvd, Suite 1700, Los Angeles, CA 90025

\*\*\*Palisades Investment Partners II, LLC, c/o The Palisades Group LLC, 11755 Wilshire Blvd, Suite 1700, Los Angeles, CA 90025

# Exhibit “O”

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2021052800231001001E741B

**RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 6****Document ID:** 2021052800231001

Document Date: 05-11-2021

Preparation Date: 05-28-2021

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 4

**PRESENTER:**

MERIDIAN ASSET SERVICES  
3201 34TH STREET SOUTH  
SUITE 310  
SAINT PETERSBURG, FL 33711  
SUPPORT@SIMPLIFILE.COM

**RETURN TO:**

MERIDIAN ASSET SERVICES LLC  
3201 34TH STREET S SUITE B310  
ST PETERSBURG, FL 33711  
SUPPORT@SIMPLIFILE.COM

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>PROPERTY DATA</b>
			<b>Unit</b> <b>Address</b>
BROOKLYN	1661	72	Entire Lot      545 HALSEY STREET
Property Type: DWELLING ONLY - 1 FAMILY			

**CROSS REFERENCE DATA**

CRFN: 2007000619476

**PARTIES**

**ASSIGNOR/OLD LENDER:**  
WILMINGTON SAVINGS FUND SOCIETY FSB  
500 DELAWARE AVE, 11TH FLOOR  
WILMINGTON, DE 19801

**ASSIGNEE/NEW LENDER:**  
US BANK TRUST NATIONAL ASSOCIATION  
9990 RICHMOND AVE, SUITE 400 SOUTH  
HOUSTON, TX 77042

 Additional Parties Listed on Continuation Page
**FEES AND TAXES****Mortgage :**

Mortgage Amount: \$ 0.00

## Filing Fee:

\$ 0.00

Taxable Mortgage Amount: \$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

## Exemption:

TAXES: County (Basic): \$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 57.00

Affidavit Fee: \$ 0.00

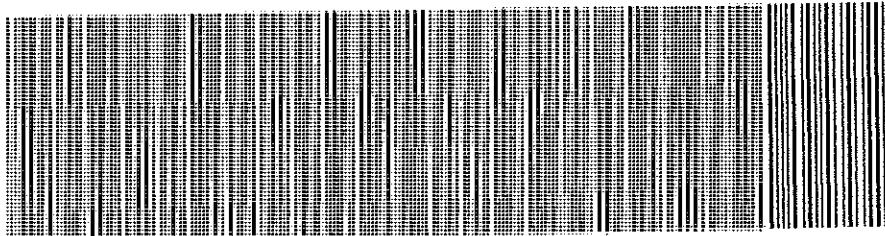
**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE****CITY OF NEW YORK**

Recorded/Filed 06-04-2021 14:49

City Register File No.(CRFN):  
2021000208765

City Register Official Signature

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2021052800231001001C769B

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 6**

Document ID: 2021052800231001

Document Date: 05-11-2021

Preparation Date: 05-28-2021

Document Type: ASSIGNMENT, MORTGAGE

**PARTIES**

**ASSIGNOR/OLD LENDER:**  
CHRISTIANA TRUST  
500 DELAWARE AVE, 11TH FLOOR  
WILMINGTON, DE 19801

**ASSIGNOR/OLD LENDER:**  
NNPL TRUST SERIES 2012-1  
500 DELAWARE AVE, 11TH FLOOR  
WILMINGTON, DE 19801

**PARTIES**

**ASSIGNEE/NEW LENDER:**  
RCF 2 ACQUISITION TRUST  
9990 RICHMOND AVE, SUITE 400 SOUTH  
HOUSTON, TX 77042

Prepared By and Return To:

Collateral Department  
Meridian Asset Services, LLC  
3201 34th Street South, Suite 310  
St. Petersburg, FL 33711  
(727) 497-4650

Space above for Recorder's use

Section: N/A Lot: 72 Block: 1661

Loan No: 3295212



14261039

### ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS CERTIFICATE TRUSTEE FOR NNPL TRUST SERIES 2012-1, whose address is 500 DELAWARE AVENUE, 11TH FLOOR, WILMINGTON, DE 19801, (ASSIGNOR), does hereby grant, assign and transfer to U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST, whose address is C/O SELENE FINANCE LP, 9990 RICHMOND AVE., SUITE 400 SOUTH, HOUSTON, TX 77042, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: 11/1/2007

Original Loan Amount: \$612,000.00

Executed by (Borrower(s)): VAN WALKER

Original Lender: JPMORGAN CHASE BANK, N.A.

Filed of Record: In Book/Liber/Volume N/A, Page N/A

Document/Instrument No: 2007000619476 in the Recording District of Kings New York City, NY, Recorded on 12/19/2007.

Chain Exhibit: SEE EXHIBIT "A" ATTACHED

Property more commonly described as: 545 HALSEY ST, BROOKLYN, NEW YORK 11233

*\*This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.*

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 5/11/2021

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS CERTIFICATE TRUSTEE FOR NNPL TRUST SERIES 2012-1, BY MERIDIAN ASSET SERVICES, LLC, ITS ATTORNEY-IN-FACT

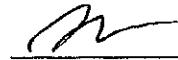


By: LISA V. HARRIS

Title: VICE PRESIDENT

POA BATCH #11888

POA WAS RECORDED NEW YORK COUNTY, NY  
ON 10/16/2020 /INST: 2020000286105



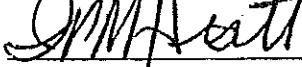
Witness Name: JAMES JACKSON

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

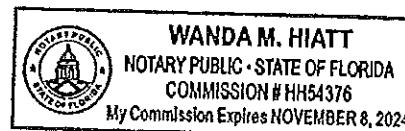
State of FLORIDA  
County of PINELLAS

On 5/11/2021, before me, WANDA M. HIATT, a Notary Public, personally appeared LISA V. HARRIS, VICE PRESIDENT of/for MERIDIAN ASSET SERVICES, LLC, AS ATTORNEY-IN-FACT FOR WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS CERTIFICATE TRUSTEE FOR NNPL TRUST SERIES 2012-1, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA that the foregoing paragraph is true and correct. I further certify the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization and that LISA V. HARRIS, signed, sealed, attested and delivered this document as a voluntary act in my presence in the County of PINELLAS, State of FLORIDA.

Witness my hand and official seal.



(Notary Name): WANDA M. HIATT  
My commission expires: 11/8/2024



**EXHIBIT "A"**  
**Assignment Chain**

Lender: JPMORGAN CHASE BANK, N.A.

Borrower: VAN WALKER

Origination Balance: \$612,000.00

Origination Date: 11/1/2007

Mortgage Recording Details: Recorded: 12/19/2007; Book: N/A; Page: N/A; Instrument: 2007000619476

Assigned From: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION  
To: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-18

AOM Recording Details: Recorded 01/27/2014; Book: N/A; Page: N/A; Instrument: 2014000032335

Assigned From: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-18  
To: SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC

AOM Recording Details: Recorded 03/14/2018; Book: N/A; Page: N/A; Instrument: 2018000087978

Assigned From: SERIES 1 OF NORMANDY MORTGAGE DEPOSITOR COMPANY, LLC  
To: WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2017-1

AOM Recording Details: Recorded 03/14/2018; Book: N/A; Page: N/A; Instrument: 2018000087979

Assigned From: WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS LEGAL TITLE TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2017-1  
To: NORMANDY MORTGAGE ACQUISITION COMPANY, LLC

AOM Recording Details: Recorded 02/12/2019; Book: N/A; Page: N/A; Instrument: 2019000049541

Assigned From: NORMANDY MORTGAGE ACQUISITION COMPANY, LLC  
To: WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE, ON BEHALF OF AERO MORTGAGE LOAN TRUST 2017-1

AOM Recording Details: Recorded 02/12/2019; Book: N/A; Page: N/A; Instrument: 2019000049542

MODIFICATION  
BORROWER: VAN WALKER

LENDER: SELENE FINANCE LP, AS ATTORNEY IN FACT FOR  
WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL  
CAPACITY BUT SOLELY AS TRUSTEE, OF AERO MORTGAGE LOAN  
TRUST 2017-1  
DATE: 08/29/2019  
RECORDING DATE: 11/07/2019  
INSTR#: 2019000362357  
NEW MONEY AMOUNT: \$399,922.33  
BALANCE: \$1,011,000.00

Assigned From: WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL  
CAPACITY BUT SOLELY AS TRUSTEE, ON BEHALF OF AERO MORTGAGE  
LOAN TRUST 2017-1

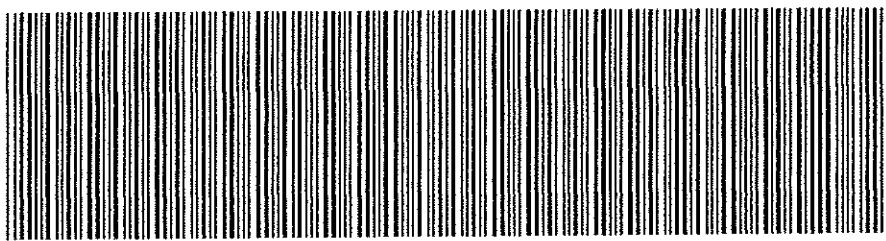
To: WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST,  
NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS  
CERTIFICATE TRUSTEE FOR NNPL TRUST SERIES 2012-1

AOM Recording Details: Recorded 06/05/2020; Book: N/A; Page: N/A; Instrument: 2020000164841

# Exhibit “P”

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2020100900622001001E6443

**RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 6**

**Document ID:** 2020100900622001  
**Document Type:** POWER OF ATTORNEY  
**Document Page Count:** 4

Document Date: 05-13-2020

Preparation Date: 10-09-2020

**PRESENTER:**

MERIDIAN ASSET SERVICES  
 3201 34TH STREET SOUTH  
 SUITE 310  
 SAINT PETERSBURG, FL 33711  
 SUPPORT@SIMPLIFILE.COM

**RETURN TO:**

MERIDIAN ASSET SERVICES LLC  
 3201 34TH STREET SOUTH, SUITE B310  
 ST. PETERSBURG, FL 33711  
 SUPPORT@SIMPLIFILE.COM

Borough \_\_\_\_\_  
 Block \_\_\_\_\_  
 Lot \_\_\_\_\_

**PROPERTY DATA**  
 Unit \_\_\_\_\_ Address \_\_\_\_\_

**Property Type:**

**CROSS REFERENCE DATA**  
 CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**PARTY ONE:**  
 NNPL TRUST SERIES 2012-1  
 500 DELAWARE AVENUE, 11TH FLOOR  
 WILMINGTON, DE 19801

**PARTY TWO:**  
 MERIDIAN ASSET SERVICES LLC  
 3201 34TH STREET SOUTH, SUITE B310  
 ST. PETERSBURG, FL 33711

Additional Parties Listed on Continuation Page

**FEES AND TAXES**

**Mortgage :**  
 Mortgage Amount: \$ 0.00

Filing Fee: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

NYC Real Property Transfer Tax: \$ 0.00

Exemption: \_\_\_\_\_

NYS Real Estate Transfer Tax: \$ 0.00

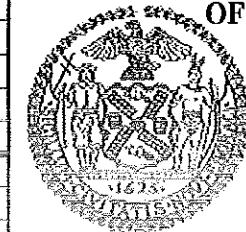
TAXES: County (Basic): \$ 0.00

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

City (Additional): \$ 0.00

**CITY OF NEW YORK**  
 Recorded/Filed 10-16-2020 17:47  
 City Register File No.(CRFN):  
 2020000286105

Spec (Additional): \$ 0.00



TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

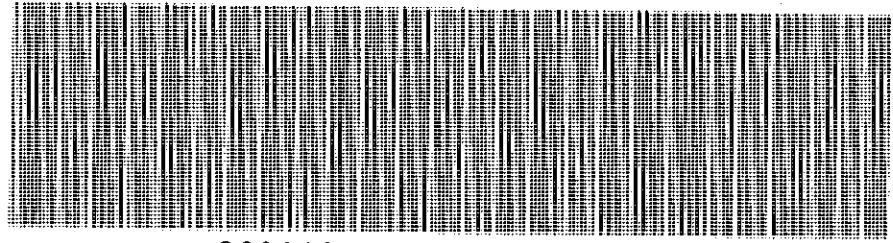
**TOTAL:** \$ 0.00

Recording Fee: \$ 57.00

Affidavit Fee: \$ 0.00

*Patricia McAllister*  
*City Register Official Signature*

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2020100900622001001C66C3

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 6**

**Document ID:** 2020100900622001

**Document Date:** 05-13-2020

**Preparation Date:** 10-09-2020

**Document Type:** POWER OF ATTORNEY

**PARTIES**

**PARTY ONE:**

WILMINGTON SAVINGS FUND SOCIETY FSB  
500 DELAWARE AVENUE, 11TH FLOOR  
WILMINGTON, DE 19801

**PARTY ONE:**

CHRISTIANA TRUST  
500 DELAWARE AVENUE, 11TH FLOOR  
WILMINGTON, DE 19801

Prepared By:

Daniel Lee

NNPL Trust Series 2012-1

500 DELAWARE AVENUE, 11TH FLOOR

WILMINGTON, DE 19801

### **LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that Wilmington Savings Fund Society, FSB d/b/a Christiana Trust (“Trustee”), not in its individual capacity but solely in its capacity as Certificate Trustee for NNPL Trust Series 2012-1 (the “Trust”), having an office at 500 Delaware Avenue, 11<sup>th</sup> Floor, Wilmington, Delaware 19801, in connection with the Vendor Services Agreement, dated as of May 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Agreement”), between an affiliate of the Trust and Meridian Asset Services, LLC, having an office at 3201 34th Street South Suite 310, Saint Petersburg, FL 33711 (“Meridian”), hereby constitutes and appoints Meridian, by and through Meridian’s respective officers, the Trust’s true and lawful Attorney-in-Fact (the “Attorney-in-Fact”), in the Trust’s name, place and stead and for the Trust’s benefit, in connection with all mortgage loans subject to the terms of the Agreement (the “Mortgage Loans”) solely for the purposes set forth below. The Attorney-in-Fact is hereby authorized and empowered, as follows:

1. To execute and deliver any documentation with respect to mortgage/trust deed assignments including but not limited to the execution of assignments to correct errors or to perfect the chain of assignment.
2. To execute and deliver documentation with respect to mortgage note endorsements and/or allonges.
3. To execute and/or deliver documents of correction including but not limited to affidavits and/or quit claim deeds.
4. To correct typographical and/or clerical ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (3) above.

The undersigned gives the Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that the Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of the date written below, and expire on May 10, 2022, unless earlier revoked by written instrument. The Trust has the unrestricted right to unilaterally revoke this Limited Power of Attorney.

This Limited Power of Attorney is not transferable.

United States Bankruptcy Court  
Eastern District of New York

Drop box filer form (to be filled out and added to envelope):

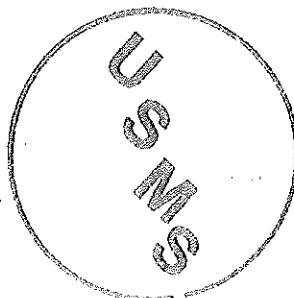
Filer's Full Name: VAN Doug WALKER Brooklyn N.Y.  
Address: 545 HALSEY St 11233

Phone Number: 347 ~ 517 - 5822

Email Address: V Doug, WALKER @ Gmail.com

If required, Related Case Number: 17-44665 ESS

Debtor(s) names: VAN Doug WALKER



RECEIVED/DR

2022 JAN 24 PM 14:39

U.S. BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK  
DOCKET NUMBER: 22-01008-ESS